SUPREME COURT OF THE UNITED STATES.

No. 97.

ABRAHAM GARRISON, PL'FF IN ER.,

vs.

ALFRED SAVIGNAC, ALIAS FRANCIS ALFRED SAVIGNAC.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE DISTRICT OF MISSOURI.

INDEX.

	Original.	Print.
Style	1	1
Preamble	1	1
Declaration	1–2	1
Summons	3	2
Return	3	2
Plea filed	4	3
Plea	4	3
Jury and trial	5	3
Trial	5	4
Trial and verdict	6	4
Motion to set aside, &c	6	5
Motion " " (set out)	7	5
" " " overruled	7	5
Bill of exceptions filed	8	6
Bill of exceptions	8	6
Plaintiff's evidence—		
Memo. of proceedings of board com'rs on claim of M. Bell, 1835	8	6
Report No. 261 of board com's	10	7
Survey No. 3026	11	8
Henry Stoddard's depos	17	11
Curtis Stoddard and wife to H. Stoddard, deed, 1838	19	13
Simeon Stoddard &c., deed to H. Stoddard	23	16
Bunnell, &c., and Morgan, &c., deed to H. Stoddard	28	19
Cowan to Stoddard, deed	34	22
Colton and wife to Walker, deed	38	25
Stoddards to Colton, deed	41	27

	Original.	Print.
Walker to Bredell, deed	47	31
Bredell to Murdock, "	49	32
Lawless to Gamble, "	57	37
Gamble " Mills, "	60	39
Mills et al., deed of partition	62	41
Stoddard and Murdock to Garrison, deed	69	44
Stoddard to Green	72	46
Green to Shaw	74	47
Shaw to Stoddard	76	48
Jacques L'Abbe's evidence	78	50
William H. Cozzens' evidence	81	51
Map	81	52
Concessian to Simoneau, (Spanish)	84	53
Translation of same	85	54
Surveys for Conzat and others by Duralde	91	55
Exception	91	58
Deed, Chas. Simoneau, jun., to Marie Picard, (translation)	92	58
Exception	93	59
Tourie to Moores, deed	93	59
Moore to Savignac	96	61
Chas. Sangumet's evidence	98	65
Plaintiff's instructions given	100	63
Same refused	101	64
Exception	103	55
Defendant's instruction	103	65
Exception	104	65
Clerk's certificate	104	66
Writ of error	105	66
Citation and service	107	67

MISSOURI DISTRICT, *sct.*

Pleas held before the Hon. John Catron, associate justice of the Supreme Court of the United States, the Hon. R. W. Wells, district judge of the United States for the western district of Missouri, and the Hon. Sam'l Treat, district judge of the United States for the eastern district of Missouri, judges of the circuit court of the United States for the eighth circuit and districts of Missouri, on Friday, 17th April, A. D. 1857.

Style.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, otherwise called ALFRED SAVIGNAC, defendant. } In ejectment.

Preamble.

Be it remembered that heretofore, to wit, on the 24th day of June, in the year of our Lord 1856, there was filed in the office of the clerk of the circuit court of the United States for the district of Missouri a narration in ejectment, in the words and figures following:

Declaration.

In the circuit court of the United States for the State and district of Missouri.

ABRAHAM GARRISON
vs.
FRANCIS ALFRED SAVIGNAC, otherwise called ALFRED SAVIGNAC. } October term, 1856.

DISTRICT OF MISSOURI, *ss.*

Abraham Garrison, who is a citizen of the State of Pennsylvania, complains of Francis Alfred Savignac, otherwise called Alfred Savignac, who is a citizen of the State of Missouri, of a plea of trespass and ejectment; for that heretofore, on the first day of January, in the year eighteen hundred and fifty-two, the said plaintiff was entitled to the possession of the following-described lot, tract, or parcel of land, situate in the county of St. Louis, in said district, to wit, all that tract or parcel of land known as Block number twelve, (No. 12,) in Stoddard's addition to St. Louis, as

said block is designated on the plat of said addition recorded in the recorder's office of St. Louis county, and which tract or parcel of land is bounded on the east by Elliott street, on the west by Clay street, on the north by Dayton street, and on the south by Gamble street; and being so entitled to the possession of said tract or parcel of land as aforesaid, the defendant, on the tenth day of June, in the year eighteen hundred and fifty-six, entered into and upon said tract or parcel of land, and unlawfully withholds from the plaintiff the possession thereof to his damage of two thousand dollars, and therefore he brings suit, &c.

The plaintiff further avers that the said tract or parcel of land is of the value of five thousand dollars.

KRUM & HARDING & T. T. GANTT,
Atty's for Plff.

And on the 24th day of June, 1856, there was issued on said narration the following summons:

Summons.

MISSOURI DISTRICT, *set.*

The President of the United States to the marshal of Missouri district, greeting:

You are hereby commanded to summon Francis Alfred Savignac, otherwise called Alfred Savignac, a citizen of the State of Missouri, that he be and appear before the honorable circuit court of the United States for the district of Missouri, on the first day of the next term thereof, to be holden at the city of St. Louis, in and for said district, on the first Monday of October next, then and there to answer unto Abraham Garrison, a citizen of the State of Pennsylvania, in a plea of trespass and ejectment to the damage of said plaintiff two thousand dollars. Hereof fail not, and have you then there this writ.

Witness the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, the twenty-fourth day of June, A. D. eighteen hundred and fifty-six, issued at office, in the [SEAL.] city of St. Louis, under the seal of said court, the day and year last aforesaid.

BEN. F. HICKMAN, *Clk.*

And on said writ is endorsed a return by the said marshal, as follows:

Return.

I hereby certify that I served the within writ on Francis Alfred Savignac, otherwise called Alfred Savignac, in the city of St. Louis,

Mo., by reading the same, together with the copy of the declaration thereto attached, to him and within his hearing on the 25th day of June, 1856, and by giving him a certified copy of the same.

THOMAS S. BRYANT,
U. S. Marshal, Missouri District.

And afterwards, viz: at a circuit court of the United States for Missouri district, being the October term for the year 1856, on the 8th day of Octo., 1856, was had the following proceeding:

Plea filed.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, defendant. } Ejectment.

This day comes the defendant by his attorney, and files herein his plea of not guilty.

And said plea is as follows:

Plea.

In the circuit court of the United States for the State and district of Missouri.

ABRAHAM GARRISON, plaintiff,
vs.
FRANCIS ALFRED SAVIGNAC, otherwise called ALFRED SAVIGNAC, defendant. } October term, 1856.

And this said defendant comes by his attorneys and defends the force and injury, when, &c., and for plea says, that he is not guilty of the said supposed trespass and ejectment above laid to his charge, or any part thereof, in manner and form as the said plaintiff hath above thereof complained against him, and of this the said defendant puts himself upon the country, &c.

MOREHEAD & DELAFIELD *for Deft.*

And afterward, viz: at the April term of the sd. U. S. circ't court for Mo. dis. for the year 1857 was had the following proceeding on Wednesday, April 15th, 1857:

Jury and Trial.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, defendant. } Ejectment.

This day came the parties by their attorneys, and this case being called for trial, and it satisfactorily appearing to the court that

the case of Abraham Garrison agst. Francis Savignac is of like nature and relative to the same questions pending before the court in this case, doth, for the purpose of avoiding unnecessary costs and delay in the administration of justice, order that said cases be consolidated and tried at the same time by the jury to be sworn herein; and parties, plaintiffs, and defendants being ready for trial, it is ordered that a jury come, and thereupon come said jury, viz: D. Huner, Wesley Bolin, John W. Merritt, George W. Weller, Asa Breckenridge, Albert S. Cheatham, Edward J. Goode, George Cox, J. W. Barnfield, Joseph L. Magurn, Geo. E. D. Diamond, and Moses Ely, who were sworn well and truly to the issues joined between the parties, and the evidence in part heard; but not being concluded at the hour of adjournment, further proceedings herein are continued until to-morrow morning.

And afterward, at the same April term, 1857, of said U. S. cirt. ct. for Mo. dis., on Thursday, April 16th, 1857, was had the following proceeding:

Trial.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, defendant. } Ejectment.

This day come again the parties by their attorneys, and the jury sworn herein being present, the trial of this case progressed, but not being concluded at the hour of adjournment, further proceedings are continued until to-morrow morning.

And afterward, viz: at the same April term, 1857, of the said U. S. circ't court for Missouri districts, on Friday, April 17th, was had the following proceeding:

Trial and Verdict.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, defendant. } Ejectment.

This day come again the parties by their attorneys, and the jury sworn herein being present, the trial of this case progressed and was concluded, and the case submitted to the jury, who retired to their room to consider of their verdict, and afterwards returned into court the following verdict:

"We, the jury, find the defendant not guilty of the trespass and ejectment complained of.

GEORGE COX, *Foreman.*"

It is therefore considered by the court, that the defendant, Francis Alfred Savignac, go hence without day, and recover of the

plaintiff, Abraham Garrison, his costs in this behalf expended, and that he have execution therefor.

And afterward, viz: at the same April term, 1857, of said court, on Friday, April 17th, 1857, was had the following proceeding:

Motion to set aside.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, defendant. } Ejectment.

This day come the plaintiff by his attorney, and filed in this case his motion to set aside the verdict of the jury rendered herein, and grant a new trial upon the grounds and for the reasons set forth in said motion. And said motion is as follows:

Motion.

ABRAHAM GARRISON
agst.
ALFRED SAVIGNAC, otherwise called
FRANCIS ALFRED SAVIGNAC.

The plaintiff comes and moves the court to set aside the verdict, and to grant a new trial for the reasons following:

1st. The court admitted illegal and incompetent testimony on the part of the defendant, and which was objected to by plaintiff.

2d. The court misdirected the jury by its instructions given at the instance of the defendant.

3d. The court erred in refusing to give instructions asked by the plaintiff.

4th. The verdict of the jury is against the evidence.

5th. The verdict of the jury is against the weight of evidence.

6th. The verdict is against the law and the evidence.

KRUM & HARDING,
T. T. GANTT,
For Plff.

And afterward, to wit, at the same April term, 1857, of said court, on Monday, April 20th, 1857, was had the following proceeding, viz:

Motion overruled.

ABRAHAM GARRISON, plaintiff,
agst.
FRANCIS ALFRED SAVIGNAC, defendant. } Ejectment.

This day come again the parties by their attorneys, and the court having examined the motion for new trial in this case, and

being fully advised of and concerning the same, doth now order that the said motion be and the same is hereby overruled.

And afterward, at the same April term, 1857, of said court, on Saturday, the 25th day of April, 1857, was had the following proceeding:

Bill of Exceptions filed.

FRANCIS ALFRED SAVIGNAC, plaintiff,
agst.
ABRAHAM GARRISON, defendant. } Ejectment.

This day come the plaintiff by his attorney, and offers herein his bill of exceptions, which having been examined, approved, and signed by the judges of this court, is filed and made part of the record in this case.

And said bill of exceptions is as follows:

Bill of Exceptions.

ABRAHAM GARRISON
vs.
ALFRED SAVIGNAC, alias FRANCIS ALFRED SAVIGNAC. } Circuit court U. S. April term, 1857.

Be it remembered that on the trial of this cause the plaintiff offered and read in evidence the following documents, writings, and deeds, to wit:

1. Minutes of the proceedings of the board of commissioners of the United States, and their report No. 261, dated 8th June, 1835, in respect to the claim of Mordecai Bell, &c.

Evidence with reference to minutes and records.

Mins. of Proceedings of Board Comns. on claim of M. Bell, 1835.

October 10th, 1811. Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Amos Stoddard, assignee of James Mackay, assignee of Mordecai Bell, claiming 350 arpens of land, situate near the town of St. Louis, district of St. Louis, produces a plat of survey, dated 21st January, 1806, certified 27th January, 1806; conveyance from Bell to Mackay, dated 29th May, 1804; from Mackay to claimant, dated 26th September, 1805.

It is the opinion of the board that this claim ought not to be confirmed. See No. 5, page 359.

March 30th, 1835. F. R. Conway, esq., appeared, pursuant to adjournment. Mordecai Bell, by the legal representatives of Amos Stoddard, claiming 350 arpens of land, situate in the grand prairie

near St. Louis, (see record book A, page 93; book D, page 361; and minute book No. 5, page 359,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated January 29th, 1800; also a deed of conveyance from Mordecai Bell to James Mackay, and deed from said Mackay to Amos Stoddard.

M. P. Le Duc, being duly sworn, says that the signature to the concession is in the proper handwriting of Charles Dehault Delassus. Witness further says, that in the year 1804 he went, in company with Major Stoddard and several other gentlemen, to the place now claimed, and from that time the said place has always been called Stoddard's Mound. See book No. 7, page 110.

June 8th, 1835. The board met, pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, commissioners.

Mordecai Bell, claiming 350 arpens of land. See book No. 7, page 110. The board are of opinion that 350 arpens of land ought to be confirmed to the said Mordecai Bell, or to his legal representatives, according to the survey on record, in book D, page 170.

JAMES H. RELFE,
F. R. CONWAY.

I have examined the transcript of the above claim, and concur in the decision.

T. H. MARTIN.

Report of Board of Com'rs, No. 261.

(Report.) No. 261.

Mordecai Bell, claiming 350 arpens.

To Don Charles Dehault Delassus, lieutenant governor and commander-in-chief of Upper Louisiana, &c.

Mordecai Bell, a Roman Catholic, has the honor to represent, that, with the consent of your predecessor, he came over to this side, (of the Mississippi,) where he has selected a piece of land in his Majesty's domain, on the south side of the Missouri. This being considered, he supplicates you to have the goodness to grant him, at the same place, for the support of his family, the quantity of three hundred and fifty arpens of land in *superficie*. The petitioner having the means necessary to improve a farm, and having no other views but to live as a peaceable and submissive cultivator, hopes to obtain the favor he solicits.

his
MORDECAI ⋈ BELL.
mark.

ST. ANDRE, January 21, 1800.

Be it forwarded to the lieutenant governor, with the information that the statement here above is true, and that the petitioner deserves the favor which he solicits.

SANTIAGO MACKAY.

ST. ANDRE, January 21, 1800.

ST. LOUIS OF ILLINOIS, *January* 29, 1800.

In consequence of the information of the commandant of St. Andrew, Don Santiago Mackay, I do grant to the petitioner the tract of land of three hundred and fifty arpens in superficie, which he solicits, provided it is not prejudicial to any person; and the surveyor, Don Antonio Soulard, shall put the interested in possession of the said quantity of land he asks for, in the place indicated; and this being executed, he shall make out a plat, delivering the same to the party, together with his certificate, in order to serve him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of land belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Recorded, No. 12. MACKAY.

ST. LOUIS, *April* 15, 1835.

I certify the above and foregoing to be truly translated from the original.

JULIUS DE MUN, *T. B. C.*

The U. States survey of the confirmation to Mordecai Bell, or his legal representatives, No. 3026, as follows:

Survey No. 3026.

SURVEYOR'S OFFICE, ST. LOUIS,
26th May, 1837.

Survey No. 3026, in T. 45 N., R. 7 E. Plat and description of a survey of two hundred and ninety-seven acres and seventy-four-hundredths of an acre of land, equal to three hundred and fifty arpens, executed by Laurentius M. Eiler, deputy surveyor, from the 21st day of October to the 8th day of December, 1836, (under instructions of the 16th day of October of the same year,) for Mordecai Bell, or his legal representatives, in conformity with the decision No. 261 of the late board of commissioners, under the act of Congress approved on the 9th of July, 1832, and 2d of March, 1833, and in virtue of the confirmation thereof by the act of Congress approved the 4th of July, 1836, entitled an "Act confirming claims to land in the State of Missouri, and for other purposes;" it being the same land surveyed by James Mackay on the 21st day of January, 1806, for Amos Stoddard, claiming in

nation

he same year,)
conformity with
ners, under the
832, and 2d of
reof by the act
itled an "Act
, and for other
es Mackay on
d, claiming in

virtue of a grant to Mordecai Bell from the Spanish government, as will be seen by the plat thereof, recorded by Antoine Soulard, surveyor general of the territory of Louisiana, on the 27th day of January, 1806.

Survey No. 2499. Martin Coontz.

[For plat, see original, page 12.]

Recorded 26th May, 1837.

Beginning at a cedar post outside of a field on the present St. Charles road, corner of surveys No. 1278 and 1508 on the west boundary of the common fields of St. Louis, and corner of Eustathé Pettier's survey 2472, under certificate 103; thence S. 25° 49′ W. with the westerly boundary line of the common fields, 30 links, enter a field; 2 chains and 92 links to a stone corner of surveys No. 1278 and 1473; 5 chains and 91 links, leave the field, bears nearly east; 6 chains and 52 links to a stone N. W. corner of survey No. 667 on the old St. Charles road or king's highway; 7 chains and 69 links to the south side of a road bears east and west to a brick house; 9 chains and 51 links to a stone corner of surveys No. 677 and 943; 12 chains and 49 links to a stone corner of surveys No. 943 and 942; 15 chains and 49 links to a stone corner surveys No. 942 and 941; 18 chains and 46 links to a stone corner of surveys No. 941 and 946; 21 chains and 46 links to a stone corner of surveys No. 946 and 826; 24 chains and 42 links to a stone corner of surveys No. 826 and 940; 27 chains and 37 links to a stone corner of surveys No. 940 and 1265; 29 chains and 91 links to a stone set by Eiler in the north edge of a pond, and south edge of the road leading westward from the court house, which stone (being a witness to the southeast corner of this survey) is a limestone 18 inches long, 10 inches wide, and 5 inches thick, set 10 inches in the ground, the edges facing N. 25¾ E. and S. 25¾ W., from which a hickory 4 inches in diameter bears N. 56° E. 9 links, and a stone bears N. 11 E. 98 links across the road; 30 chains and 29 links to the place of the southeast corner of this survey, and is also the southeast corner of survey No. 2472, which is in the pond, and on the north boundary of A. Chouteau's survey No. 363.

Thence N. 75° 32′ west along the north boundary line of Auguste Chouteau's tract, a field closed to the right, 13 chains and 6 links to a stone; 22 chains and 43 links, another field closed to the right; 28 chains and 5 links to a stone the SW. corner of survey No. 2472, and SE. corner of survey No. 903; here pass the field 32 chains and 95 links, equal to 11 arpens and 3 poles, to a stone set by Eiler on the line between surveys 903 and 363 for the southwesterly corner of this survey, said stone being a limestone 13 inches long, 11 inches wide, and 5 inches thick, set 7 inches in

the ground, the edges facing N. and S., from which a black oak 7 inches in diameter bears N. 55° E. 20 links, and a black oak 10 inches diameter (marked of old with a large blaze below) bears N. 22° W. 21 links.

Thence N. 0° 45′ W. 1 chain and 60 links to a branch 4 links wide runs SW.; 5 chains and 50 links to a post oak 5 inches diameter; 8 chains and 50 links to an old road bears east and west; 13 chains and 62 links intersect the most eastern division of the northerly boundary line of widow Camp's 200 arpens tract, survey No. 993, and the most southern line of survey No. 2499, in the name of Martin Coontz; 10 chains and 77 links S. 75° E. of a corner-stone of said surveys of Camp and Contz; at said intersection is a stake set by Eiler, from which a white oak 5 inches diameter bears N. 2° W. 18 links, and a hickory 4 inches diameter bears N. 38° E. 19 links; 13 chains and 65 links to a road bears E. and W.; 14 chains and 46 links to a black jack 4 inches diameter; 14 chains and 95 links to a branch 10 links wide runs west; 17 chains and 15 links to a road bears NW. and SE.; 32 chains to a road bears NE. and SW.; 38 chains and 92 links intersect the south boundary line of J. Smith's 160 acres tract, survey No. 2491, and which is also a boundary of survey No. 2499; 5 chains and 77 links east of Smith's southwest corner; at said intersection set a stake, from which a white oak 5 inches diameter bears N. 14 W. 28 links, and a black jack 5 inches diameter bears N. 17 E. 33 links; 57 chains and 60 links to the St. Charles road bears SE. and NW.; 60 chains and 10 links to a fork of the St. Charles road, near a pond; 65 chains and 63 links to a black jack 4 inches diameter; northwesterly corner of this survey from which a hickory 3 inches diameter bears S. 57 E. 16 links, and a hickory 4 inches diameter bears N. 17 E. 7 links. Thence N. 89° 15′ E. 7 chains and 75 links to a hickory 3 inches diameter; 12 chains and 80 links to a branch 3 links wide runs north; 21 chains and 90 links to a branch 3 links wide runs north; 34 chains and 76 links intersect the east boundary line of J. Smith's 160 acre tract, survey No. 2491, and which is also a line of survey No. 2499; 12 chains and 82 links south of Smith's NE. corner; at said intersection is a stake set by Eiler, from which a black jack 4 inches diameter bears S. 52 E. 46 links, and a black jack 3 inches diameter bears N. 60° W. 25 links; 45 chains and 54 links to the northeasterly corner of this survey, on the W. boundary line of a school lot survey, No. 3003, in the St. Louis common fields, and east boundary of survey No. 2499, from which stake a white oak 4 inches diameter bears S. 75 W. 4 links, and a white oak 4 inches diameter bears N. 51 W. 4 links. Thence S. 0° 45′ E., with the westerly boundary line of St. Louis common fields 5 chains and 34 links to a stone NW. corner of survey No. 1478; 8 chains and 38 links to a stone corner of surveys No. 1478 and 1438; 11 chains and 44 links to a stone in the line of survey No. 1438; 14 chains and 44

links to a stone corner of surveys No. 1438 and 1476; 17 chains and 46 links to a stone corner of surveys No. 1476 and 1259; at the corner of an enclosure to the left, 20 chains and 49 links to a stone corner of surveys No. 1259 and 1252; 23 chains and 59 links to a stone in a fence line, corner of surveys No. 1252 and 1273; 26 chains and 95 links to or near the NE. corner of the Roman Catholic grave yard; 30 chains and 70 links to a stone; 35 chains and 18 links to a stone; here leave the grave yard, in or near the SE. corner bears about E. and W.; 41 chains and 59 links to a stone in the middle of the present St. Charles road, corner of surveys 1509 and 1508; 47 chains and 65 links to the point of beginning at the cedar post.

This survey includes within its limits six acres and twenty-eight-hundredths of an acre of survey No. 903, in the name of widow Camp's legal representatives, "under a confirmation by the old board." The survey No. 2472 for 160 acres, which is altogether in this survey of Bell, and the surveys 2491 and 2499, which are in part included, namely, (93) ninety-three acres and five-hundredths of an acre of 2491, and thirty-eight acres and forty-one-hundredths of an acre of No. 2499 are under locations made in virtue of certificate No. 103 issued to Eustache Peltier, or his legal representatives; 159 issued to J. Smith, or his legal representatives, and 145 issued to Martin Coontz, or his legal representatives, in pursuance of the act of Congress approved the 17th of February, 1815, and entitled "An act for the relief of the inhabitants of the late county of New Madrid, in the Missouri territory, who suffered by earthquakes."

OFFICE OF THE SURVEYOR GENERAL FOR ILLINOIS AND MISSOURI,
St. Louis, May 19, 1856.

The foregoing plat and description of survey No. 3026 are correctly copied from pages 134, 135, 136, and 137 of record book C, on file in this office.

JOHN LOUGHBOROUGH,
Surveyor General.

Henry Stoddard's Depos.

The deposition of Henry Stoddard, filed April 6th, 1857.

Major Amos Stoddard, late of the army of the United States, died at Fort Meigs, in the State of Ohio, in the summer of 1813, of a wound received during the siege of the fort in that summer. Major Stoddard and deponent's father were cousins, their fathers being brothers. Deponent recollects to have seen Major Stoddard in 1800 or 1801 (as near as he can fix the time) while he was on a visit to his mother in the State of Connecticut, whose residence was about three miles from the residence of deponent's father. It has always been understood in the family connections of Major

Stoddard that he never was married, and that he died intestate. Major Stoddard had three sisters, one of whom, named Phœbe, died young many years since without heirs of her body, and before his death. Another sister, named Lavina or Lavinia, was reputed to have married a man by the name of Pierce, and died, leaving one daughter, named Lavina, her heir, who intermarried with Jonas Foster, and, with her husband, was very lately living in Mahoning county, Ohio. Another sister of Major Stoddard, by the name of Lucy, was reputed to have married a man by the name of Joseph Bunnell. Their residence was in Cayuga county, in the State of New York, where Mrs. Bunnell died in 1848, as deponent was informed by a letter from her son-in-law soon after her death. Deponent was acquainted with said Bunnell and wife, and with said Foster and wife. He has no recollection of Mrs. Pierce, who died more than fifty years since, as he has understood from her daughter, Mrs. Foster.

Major Stoddard had four brothers: one, named Simeon, died near St. Louis in 1848, as deponent was informed by a letter from his son soon after his death. Another, named Curtis, died in Illinois in 1840, as deponent was informed by a letter from his son-in-law. Another brother of Major Stoddard, by the name of Eliakim, died in Trumbull county, Ohio, between 1815 and 1820, leaving a son, named Daniel Stoddard, and a daughter, both young, at the time of said Eliakim's death. The daughter died a few years after unmarried, and said Daniel became the sole heir of said Eliakim. Deponent learned these facts in relation to the death of said Eliakim and his children from said Daniel Stoddard and other family connections.

Major Stoddard had another brother by the name of Philo Stoddard, who died, as deponent has understood from two of his children and others of the family connections, after the death of Major Stoddard. Prior to 1851 it was understood and believed that said Philo Stoddard had but two sons, whose names were Anthony and Wm. Stoddard, and two daughters, one named Aroa, who married a man by the name of Daniel W. Morgan, and they were lately living in Cayuga county, New York, and the other, named Lucy, who was the wife of John M. Cowan; but said John M. died many years since, leaving said Lucy a widow. Since 1851 it has been shown that said Philo had another son by the name of Truman Stoddard, who was lately living. Deponent was informed by said Aroa Morgan, four or five years since, that her father, said Philo Stoddard, deceased, left five children, his heirs. The before-named Anthony, Wm., and Truman Stoddard, and said Lucy Cowan and herself, (said Aroa Morgan.) Deponent was somewhat acquainted with said Anthony, and has been more acquainted with said Daniel W. Morgan and his said wife, and his knowledge of the children of said Philo Stoddard is derived from said Anthony and said Mor-

gan and other connections of the family. He never to his knowledge saw said Wm. or Truman Stoddard or Mrs. Cowan.

HENRY STODDARD.

C. Stoddard et ux. to H. Stoddard. Deed.

Deed of Curtis Stoddard and wife to Henry Stoddard, dated Dec. 13, 1838.

This indenture made this 13th day of December, in the year of our Lord one thousand eight hundred and thirty-eight, between Curtis Stoddard and Pamelia, his wife, of the county of Caldwell, in the State of Missouri, (the said Curtis being a brother, and one of six heirs of Major Amos Stoddard, late of the army of the United States, deceased, intestate,) of the first part, and Henry Stoddard, of Dayton, in the county of Montgomery, in the State of Ohio, of the second part, witnesseth, that the said Curtis Stoddard and Pamela, his wife, for and in consideration of the sum of one thousand dollars lawful money of the United States to them in hand well and truly paid by the said Henry Stoddard, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, convey, and confirm unto the said Henry Stoddard, and unto his heirs and assigns, forever, all the undivided sixth part of said Curtis as an heir-at-law of said Major Amos Stoddard, deceased, of, in, or to the following designated tracts of land situate in the State of Missouri, viz: one tract situate in the county of St. Louis, in said State of Missouri, and near to the city of St. Louis, being a Spanish concession for three hundred and fifty arpens of land, (French measure,) more or less, dated January 19, 1800, made to one Mordacai Bell, and by him assigned to James Mackay, and by said Mackay assigned by deed dated Sept. 26th, 1805, to said Amos Stoddard, and which concession was surveyed about January 1st, 1806, recorded in the surveyor general's office in St. Louis in book D, p. 44, and which tract of land is bounded as follows, viz: immediately west of the forty arpen field lots adjoining St. Louis, and partly included within its limits, and bounded on the east by the western line of said lots; on the south by the northern line of a tract of land originally granted to one Lasiliac, called the "Pond," or mill tract, and late the property of Auguste Chouteau, deceased; on the north and west by lands which at the date of said survey in 1806 were public lands, and described as such in said survey of 350 arpens. There is still to be seen a hillock or mound of earth, known since the date of said survey as "Stoddard's mound," out of which undivided sixth part of said 350 arpens of land said Curtis Stoddard heretofore by his atto. in fact sold and conveyed to Luke E. Lawless, of St. Louis, one undivided 5th part of his said 6th part undivided; also one

undivided sixth part *part* of another tract of land situate at Callaway county, in said State of Missouri, being a concession of 400 arpens of land to Hypolite Bold, who conveyed to said Amos Stoddard, to whom the same was confirmed, and the same is patented to said Amos Stoddard by the United States by patent dated July 11th, 1838, recorded in the patent records, in book vol. 8, in pages 331, '2, '3, and 334, to which record reference may be had; and in said patent said land is described as three hundred and forty acres and twenty-eight-hundredths of an acre, in townships 45 and 46 north, of range 8 west of the meridian line, and said survey is designated on the connected map as survey No. 1736, and said land is on the north bank of the Missouri river, and adjoining Daniel Clark's survey. And all the estate, right, *right*, title, interest and demand of them, the said Curtis and Pamela Stoddard, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended to be, with the appurtenances, to the only proper use and behoof of the said Henry Stoddard, and his heirs and assigns forever. And the said Curtis Stoddard and Pamelia, his wife, for themselves, their heirs, executors and administrators, do promise, covenant, and agree, to and with the said Henry Stoddard, his heirs, executors, administrators, and assigns, that the said Curtis Stoddard, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Henry Stoddard, his heirs and assigns, against all persons claiming or to claim by, from, or under him, them, or any of them.

In witness whereof, the said Curtis Stoddard and Pamelia Stoddard, his wife, have hereunto set their hands and seals the day and year first above written.

CURTIS STODDARD, [L. S.]
PAMELIA STODDARD, [L. S.]

Signed, sealed, and acknowledged in presence of—
NATHAN WEST,
FRD. W. COX.

THE STATE OF MISSOURI,
Caldwell County, *ss*:

Before me, Albert Petty, a justice of the peace within and for the county aforesaid, personally came Curtis Stoddard and Pamelia, his wife, the above-named grantors, and acknowledged the above deed of conveyance to be their voluntary act and deed, for the uses and purposes therein contained. The said Pamelia being first by me examined separate and apart from her said husband, and the contents of the above deed fully made known to her, and declaring

that she voluntarily and of her own free will and accord, without any fear or coercion of her husband, did and now doth acknowledge the signing and sealing thereof, and that she is still satisfied therewith. Witness my hand and seal, this thirteenth day of Dec., in the year of our Lord one thousand eight hundred and thirty-eight, (1838.)

ALBERT PETTY, [SEAL.]
Justice of the Peace.

STATE OF MISSOURI,
County of Caldwell, ss:

I, John Cleminson, clerk of the county court within and for the county of Caldwell, do certify that Albert Petty, before whom the foregoing acknowledgment appears to have been taken, is an acting justice of the peace within said county, duly authorized and commissioned according to law.

[SEAL.] In testimony of which I have hereunto set my hand and the seal of the court, at Far West, this 14th day of December, A. D. 1838.

JOHN CLEMINSON, *Clerk.*

IOWA TERRITORY,
Van Buren County, ss:

Be it remembered, that on this 6th day of November, A. D. 1846, came before the undersigned, clerk of the U. S. district court within and for the county of Van Buren, Iowa Territory, which court is a court of record having a seal, Nathan West, (made known to me to be the identical person whose name is signed to the within deed as a witness thereto, by the oaths of James Craig, esq., and John F. Sandford, two credible witnesses personally known to me, who being by me duly sworn, depose and say that they know the said Nathan West to be the same person whose name is subscribed to the within deed as a witness thereto;) and the said Nathan West being by me duly sworn, deposes and says, that he personally knew Curtis Stoddard and Pamelia Stoddard, the persons whose names are subscribed to the said deed as parties thereto, that they executed said deed, and he, said West, subscribed his name thereto as a witness; that he knew Frederick W. Cox, the other witness to said deed, that his signature thereto is genuine, and that he has gone to California or to the westward.

In testimony whereof, I have hereunto set my hand and the seal of said court, at office, in Keosaugua, this 6th day of November, A. D. 1846.

ELISHA CUTLER, JR.,
Clerk of said Court.

STATE OF MISSOURI,
Calloy County, set:

This deed was produced to me in office, as recorder for said county, on the 10th day of April, 1846, for record, and thereupon the same, with the foregoing certificates thereon, have duly recorded in this office, in deed book I, page 434, &c.

In witness whereof, I have hereto set my hand and seal of office this day and year aforesaid.

GEO. BARTLEY, *Recorder.*

S. Stodard to H. Stodard.

Deed of Sim'n Stoddard and wife to Henry Stoddard, dated Aug't 13th, 1839.

This indenture, made this 13th day of August, in the year of our Lord one thousand eight hundred and thirty-nine, between Simeon Stoddard and Abigail, his wife, of the county of Fayette, in the State of Indiana, the said Simeon being a brother, and one of six heirs-at-law of Major Amos Stoddard, late of the army of the United States, dec'd, intestate, of the first part, and Henry Stoddard, of Dayton, in the county of Montgomery, in the State of Ohio, of the second part, witnesseth: that the said Simeon Stoddard and Abigail, his wife, for and in consideration of the sum of one thousand dollars lawful money of the United States, to them in hand well and truly paid by the said Henry Stoddard, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, convey, and confirm unto the said Henry Stoddard, and unto his heirs and assigns forever, all the undivided sixth part and interest of the said Simeon, as an heir or otherwise of said Amos Stoddard, deceased, of, in, or to the following described lands, situated in the State of Missouri, viz: one tract situated in the county of St. Louis, in said State of Missouri, and near to the city of St. Louis, being a Spanish concession for three hundred and fifty arpents of land, (French measure,) more or less, date Jan'y 19, 1800, made to one Mordecai Bell, and was by him assigned to James Mackay, and was by said Mackay assigned by deed date Sept. 26, 1805, to said Amos Stoddard, and which concession was surveyed about January 1st, 1806, recorded in the surveyer general's office in St. Louis, in book D, page 44, and which tract of land is bounded as follows, to wit: immediately west of the forty arpent field lots, adjoining the city of St. Louis, and partly included within its limits, and bounded on the east by the western line of said lots, on the south by the northern line of a tract of land originally granted to one Lauluse, called the "Pond," or mill tract, and lately the property of Augustus Chouteau, dec'd, on the north and west by lands which at the date of survey, in 1806, were public

lands, and described as such. On said survey of said 350 arpens there is still to be seen a hillock or mound of earth, known since the date of said survey as "Stoddard's mound," out of which undivided sixth part of said 350 arpens of land said Simeon heretofore by his attorney in fact conveyed to L. E. Lawless, of St. Louis, one undivided fifth part of said sixth part of said land, and subject to that conveyance this deed is made. Also an undivided sixth part of another tract of land situate at Callaway county, in the State of Missouri, being a concession of 400 arpens of land (French measure) to Hypolits Bolon, who conveyed to said Amos Stoddard, to whom the same was patented by the United States by patent dated July 11th, 1838, recorded in the patent records, in book vol. 8, on pages 331, 332, 333, and 334, to which record reference may be had, and in said patent said land is described as three hundred and forty acres and twenty-eight-hundredths of an acre of land in township 45 and 46 north, of range 8 west, of meridian line, and said survey is described on the connected map as survey No. 11,736, and said land is situated on the north bank of the Missouri river, and adjoining on the east a larger survey of Daniel Clark's; and all the estate, right, title, interest, and demand of them, the said Simeon Stoddard and Abigail, his wife, of, in, and to the said premises and every part thereof, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining, and the rents, issues, and profits thereof; to have and to hold the premises hereby bargained and sold, or meant or intended to be, with the appurtenances, to the only proper use and behoof of the said Henry Stoddard, his heirs and assigns, forever. And the said Simeon Stoddard and Abigail, his wife, for themselves, their heirs, executors, and administrators, do promise, covenant, and agree to and with the said Henry Stoddard, his heirs, executors, and administrators and assigns, that the said Simeon Stoddart, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Henry Stoddard, his heirs and assigns, against all persons claiming or to claim by, from, or under him, them, or any of them.

In witness whereof, the said Simeon Stoddard and Abigail, his wife, have hereunto set their hands and seals the day and year first above written.

SIMEON STODDARD, [SEAL.]
ABIGAIL STODDARD, [SEAL.]

Signed, sealed, and acknowledged in presence of—
CALEB B. SMITH,
A. A. STODDARD.

STATE OF INDIANA,
Fayette County.

In the Fayette County Probate Court, August term, 1839.

Be it remembered that on this 13th day of August, A. D. 1839, personally appeared in open court before the honorable Justus Wright, sole judge of the Fayette county probate court, (said court then being in session at the court-house in Connersvill, in said county,) Simeon Stoddard and Abigail Stoddard, the grantors in the within deed of conveyance, who then in open court acknowledged the executing of the within deed of conveyance freely and voluntarily by them for the uses and purposes therein named. And the said Abigail Stoddard, wife of the said Simeon, being examined by the said court, in open court, separate and apart from her said husband, and the contents of the within deed being explained to her, and she being made acquainted therewith, acknowledged on such examination that she executed the said deed freely and without compulsion or undue influence of her said husband. And also at the same time came before the said court Caleb B. Smith and Amos A. Stoddard, of lawful age, and credible witnesses, by whom it was proved, under the oath of said witnesses, to the court that the said Simeon Stoddard and Abigail Stoddard, who have made this acknowledgment, are the same persons who executed the within deed and that they describe themselves therein to be.

In testimony whereof, I, Gabriel Ginn, clerk of the said Fayette county probate court, have hereunto set my hand and the seal of said court this 13th day of August, A. D. 1839. [SEAL.]

G. GINN, *Clk. F. C. P. C.*

STATE OF MISSOURI,
Callaway County, set:

This deed was produced to me in office as recorder for said county on the 10th day of April, 1846, for record, and thereupon the same has been duly committed to record, as the law directs, in deed book I, page 429, '30, '31.

In witness whereof, I have hereto set my hand and seal of office this day and year aforesaid. [SEAL.]

GEO. BAITTY, *Recorder.*

COUNTY OF ST. LOUIS, *ss:*

I, Stephen D. Barlow, recorder for said county, do certify that the foregoing deed was filed for record in my office March 29, 1850, and is truly recorded in book L 5, p. 356 and f.

Witness my hand and seal of office the date last aforesaid. [SEAL.]

S. D. BARLOW, *Recorder.*

Bunnell, &c., and Morgan, &c., to H. Stoddard. Deed.

Deed of Joseph Bunnell and wife, and Danl. W. Morgan and wife, to Henry Stoddard, dated Sept. 17, 1839, as follows:

This indenture, made this seventeenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, between Joseph Bunnell and Lucy, his wife, of Sterling, in the county of Cayuga, the said Lucy being a sister and one of the six heirs-at-law of Major Amos Stoddard, late of the army of the United States; Daniel W. Morgan and Aroe, his wife, a daughter of Philo Stoddard, who was a brother of said Major Amos Stoddard, of the town of Owasco, Cayuga county; Anthony Stoddard, of Bradford, Steuben county, as son of said Philo Stoddard and Mary, his wife; and William Stoddard, of Painted Post, county of Steuben, and also a son of said Philo Stoddard and Cordelia, his wife; John M. Cowan, of Jackson, in Calhoun county, in the State of Michigan, and Lucy, his wife, being a daughter of said Philo Stoddard, and all of the State of New York, (except said John M. and wife,) of the first part, and Henry Stoddard, of Dayton, Montgomery county, and State of Ohio, of the second part, witnesseth, that the said parties of the first part, for and in consideration of the sum of two thousand dollars lawful money of the United States to them in hand well and truly paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, convey, and confirm unto the said Henry Stoddard, and unto his heirs and assigns, forever, all the right, title, and interest of the said party of the first part of, in, and to the following described lands and premises, it being one interest by heirship in the same, to wit, all that tract of land situate in the county of St. Louis, in the State of Missouri, and near the city of St. Louis, being a Spanish concession for three hundred and fifty arpens of land, more or less, dated January 19, 1800, made to one Mordecai Bell, and was by him assigned to James Mackay, and by said Mackay assigned by deed dated Sept. 1805, to said Amos Stoddard, and which concession was surveyed about January 1st, 1806, recorded in the surveyor general's office in St. Louis, on book D, page 44, and which tract of land is bounded as follows, viz: immediately west of the forty-arpen fields lots adjoining the city of St. Louis, and partly included within its limits, and bounded on the east by the western line of said lots; on the south by the northern line of a tract of land originally granted to one Lachal, called the "Pond" or "Mill tract," and late the property of Auguste Choutean, deceased; on the north and west by lands which, at the date of said survey in 1806, were public lands and described as such on said survey. There is still to be seen a hillock or mound of earth, known since the date of said survey as "Stoddard's mound," out

of which an undivided sixth part of said 350 arpens of land Joseph Bunnell and wife by their attorney conveyed to L. E. Lawless, of St. Louis, one-fifth of one-sixth thereof, and this deed is made subject to that conveyance. Also an undivided right in another tract of land situate at Callaway county, in said State of Missouri, being a concession of 400 arpens of land to Hypolite Bolon, who conveyed to said Amos Stoddard, to whom the same was patented by the United States July 11th, 1838; recorded in the patent records, in book vol. 8, page 331, 332, 333, and 334, to which record reference may be had; and in said patent said lands are described as three hundred and forty acres and twenty-eight-hundredths of an acre of land in townships 45 and 46 north, of range 8 west, of the meridian line, and said survey is described on the connected map as survey No. 1736, and said land is situate on the north bank of the Missouri river, and adjoining on the east a larger survey of Daniel Clark, and all the right, title, interest, estate, and demand of the said party of the first part of, in, and to the said premises and every part thereof, together with all and singular the privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining, and the rents, issues, and profits thereof; to have and to hold the premises hereby bargained and sold, or meant or intended to be, with the appurtenances, to the only proper use and behoof of the said Henry Stoddard and his heirs, forever. And the said party of the first part, and their heirs, executors, and administrators, do promise, covenant, and agree to and with the said Henry Stoddard, and his heirs, executors, administrators, and assigns, that the said party of the first part, their heirs, executors, and administrators, unto the said party of the second part, his heirs, executors, administrators, and assigns, the above bargained premises against all and every person or persons claiming or to claim by, from, or under them, or any of them, will forever warrant and defend.

In witness whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

JOSEPH his ⋈ mark. BUNNELL, [SEAL.]
LUCY BUNNELL, [SEAL.]
DANIEL W. MORGAN, [SEAL.]
AROA MORGAN, [SEAL.]

Signed and sealed in the presence of—
SARAH H. GILBERT,
AMASA BUNNELL.

STATE OF NEW YORK,
County of Cayuga, ss:

Be it remembered that at a court of common pleas held at

Auburn, on the seventeenth day of September, 1839, duly organized as a court of record, and having a clerk and a seal according to the statutes of the said State, and the judges and officers of the said court being present—to wit, Joseph L. Richardson, first judge, and John P. Hulbert, Wing Saber, and Ebenezer Smith, associate judges, and also the clerk of the said court—personally appeared in open court Joseph Bunnell and Lucy, his wife, and Daniel W. Morgan and Aroa, his wife, made known to the said judges by the oaths of Sarah H. Gilbert and Amasa Bunnell, of Sterling, who *was* sworn in open court, and deposed that they and each of them knew the said Joseph Bunnell and Lucy, his wife, and the Daniel W. Morgan and Aroa, his wife, to be the same persons described in said deed within, to be the same persons who are now present, and who in our presence execute the same. And the said Joseph Bunnell and Daniel W. Morgan, each for himself, did acknowledge that they, and each for himself, did execute the within deed for the uses and purposes therein mentioned. And the said Lucy Bunnell and Aroa Morgan, in open court as aforesaid, but in the absence of their respective husbands, and separate and apart from them, did freely acknowledge that they, and each for herself, did execute the same without fear, threats, or compulsion of their respective husbands; and that previous, and at the time of signing the within deed, that they, and each of them, were made acquainted with the contents thereof. And we do further certify that the witnesses, Sarah H. Gilbert and Amasa Bunnell, are credible witnesses, and signed the within deed as witnesses in our presence; and in addition to the above statements made by them, did depose that they resided in the town of Sterling, Cayuga county. All of which is satisfactory evidence to this court of the identity of the said Joseph and Lucy, his wife, and the said Daniel W. and Aroa, his wife, and of the good faith of the parties.

In testimony whereof I, Joseph L. Richardson, first judge, and I, William Richardson, clerk, have hereunto set our [SEAL.] hands and affixed the seal of the said court this seventeenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine.

JOSEPH L. RICHARDSON,
W. RICHARDSON, *Clerk.*

STATE OF MISSOURI,
Callaway county, set:

This deed was produced to me in office, as clerk and recorder for said county, on the 10th day of April, 1846, for record; and thereupon the same, with the certificates thereon, have been duly recorded in this office in deed book I, pages 431, 432, 433, and 434.

In witness whereof I have hereto set my hand and seal of office this day and year aforesaid.
[SEAL.]

GEO. BARTLEY,
Recorder.

COUNTY OF ST. LOUIS:

I certify that the foregoing deed was filed for record May 29th, 1847, in my office, and is truly recorded in book I, No. 4, page 242 and following.

Given under my hand and seal of office at St. Louis, the date aforesaid.

[SEAL.]

S. D. BARLOW,
Recorder.

Cowan to Stoddard.—Deed.

Deed: Lucy Cowan to Henry Stoddard, dated January 23d, 1845, as follows:

This indenture, made this 23d day of January, 1845, between Lucy Cowan, (widow,) of the county of Onondaga, in the State of New York, of the first part, and Henry Stoddard, of Montgomery county, in the State of Ohio, of the second part, witnesseth:—(the said Lucy being lately Lucy Stoddard, a daughter and one of the four heirs-at-law of Philo Stoddard, dec'd, late of Tulley, in the county of Onondaga, in said State of New York, and said Philo Stoddard was a brother and one of the six heirs-at-law of Major Amos Stoddard, dec'd, late of the army of the United States)—that the said party of the first part, in consideration of the sum of one hundred dollars by the said Henry Stoddard, the party of the second part, paid to her, the said party of the first part, the receipt of which sum is hereby admitted, hath granted, bargained, and sold, aliened, released, and conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey, and confirm unto the said Henry Stoddard and unto his heirs and assigns forever, all the undivided one-fourth part of one-sixth part and interest of her, the said Lucy Cowan, as an heir-at-law said Philo Stoddard, deceased, and, through him, the said Major Amos Stoddart, dec'd, of, in, and to the following-described lands and tenements situate in the State of Missouri, viz: one tract situate in the county of St. Louis, in said State of Missouri, and near the city of St. Louis, being a Spanish concession for three hundred and fifty arpens of land, (French measure,) be the same more or less, date January 19, 1800, made to one Mordacai Bell, and was by him assigned to James Mackay, and by said Mackay assigned by deed date September 26th, 1805, to said Amos Stoddard, and which concession was surveyed about January 1st, 1806, and recorded in the surveyor general's office in St. Louis in book D, on page 44, and which tract of land is bounded as follows, to wit: immediately west of the forty-arpen field lots adjoining the city of St. Louis, and partly included within its limits, and bounded on the east by the western line of said lots; on the south by the northern line of a tract of land originally granted to one Lachal, called the "Pond,"

or mill tract, and late the property of Auguste Chouteau, dec'd; on the north and west by lands which at the date of said survey in 1806 were public lands, and described as such on said survey of said 350 arpens of land. Said Lucy Cowan, together with her late husband, John M. Cowan, now dec'd, by their attorneys in fact, lately conveyed to L. E. Lawless, of St. Louis, one undivided fifth part of their said interest, title, and right in said land, and subject to that conveyance this deed is made.

Also an undivided fourth part of one-sixth part of another tract of land situate at Callaway county, in said State of Missouri, being a concession of four hundred arpens of land (French measure) to Hypolite Bolon, who conveyed to s'd Major Amos Stoddard, and which 400 arpens of land is patented by the United States to s'd Amos Stoddard, by patent dated July 11th, 1838, recorded in the patent records in book vol. 8, on pages 331, 332, 333, and 334, to which record reference may be had. Said Major Amos Stoddard's deed and title is from and through James Rankin, date Feb'y 25th, 1805, recorded March 5th, 1806, in book A, folio 33, and said 400 arpens of land is situate on the north bank of the Missouri river, four or five miles west of and up said river, above a town called Portland, in said Callaway county; and all the estate, right, title, and interest and demand of her, the said Lucy Cowan, of, in, or to the premises hereinbefore described, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining, to have and to hold the premises hereby conveyed and bargained and sold, or meant or intended to be, with the appurtenances, to the only proper use and benefit of him, the said Henry Stoddard, the party of the second part, his heirs and assigns, forever; and the said Lucy Cowan doth hereby covenant and agree to and with the said Henry Stoddart, his heirs and assigns, that she will forever warrant and defend the premises as hereby conveyed, with the appurtenances, unto him, the said Henry Stoddard, his heirs and assigns, against her, the said Lucy Cowan, and her heirs, and any and all persons claiming by, through, or under her.

In testimony whereof the said Lucy Cowan hath hereunto set her hand and seal the day and year in that behalf hereinbefore written.

N. B. The object and intention of the parties to this conveyance is to convey to said party of the second part all the interest, right, and title which the said party of the first part has in or to all or any part of the two tracts of land hereinbefore described.

LUCY COWAN, [SEAL.]

Signed, sealed, and delivered in presence of us:
DEAN LAKE,
LUCY BUNNELL,
AROA MORGAN.

STATE OF NEW YORK,
Cayuga county, ss:

I, Philip Vanarsdale, clerk of the county of Cayuga, and clerk of the circuit court of the seventh circuit of the aforesaid State of New York, do hereby certify that on the 23d day of January, 1845, personally appeared before me Lucy Cowan, and acknowledged that she executed the annexed deed or instrument in writing as her free and voluntary act, for the uses and purposes therein mentioned; and that at the same time personally appeared before me Lucy Bunnell, and Aroa Morgan, and Dean Lake, credible witnesses, who being by me duly sworn, depose and say that the said Lucy Cowan is one of the heirs-at-law of Philo Stoddard, dec'd, and the same person described in the said deed or instrument in writing.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said county, this 23d day of January, 1845, aforesaid.
[SEAL.]

PHILIP VANARSDALE, *Clerk.*

STATE OF MISSOURI,
Callaway county, sct:

This deed was produced to me in office, as recorder for said county, on the 10th day of April, 1846, for record, and thereupon the same has been duly recorded in this office, in deed book I, pages 43[illegible], '40, '41.

In witness whereof I have hereto set my hand and affixed the seal of said court at office, this day and year aforesaid.
[SEAL.]

GEO. BARTLEY,
Recorder.

COUNTY OF ST. LOUIS, *sct:*

I certify that the foregoing deed was filed for record in my office, May 29th, 1847, and is truly recorded in book K, No. 4, pages 288, and following.

Given under my hand and official seal at St. Louis, the date last aforesaid.
[SEAL.]

S. D. BARLOW,
Recorder.

THE STATE OF NEW YORK,
Cayuga county, ss:

Be it remembered that on the 30th day of July, in the year one thousand eight hundred and fifty-one, before me, the undersigned, clerk of the supreme court of said State, within and for said county, said court being a court of record and having an official seal, personally came Dean Lake, who is personally known to me to be

the individual person whose name is signed to the foregoing deed of Lucy Cowan as a witness thereto, and the said Dean Lake, being by me sworn to depose and speak the truth, did depose and say that he personally knew said Lucy Cowan, the person whose name is subscribed to said deed as the maker thereof; that she is the same person who executed said deed, and she executed the same freely and voluntarily; that he, said Dean Lake, has been acquainted with s'd Lucy Cowan for more than ten years, and she has always been reputed to be a daughter and one of the heirs-at-law of Philo Stoddard, dec'd; and he, said Dean Lake, together with Lucy Bunnell and Aroa Morgan, subscribed his and they subscribed their names to said deed at the date thereof, as witnesses thereto, in the same manner that his and their names now appear on said deed.

In testimony whereof I hereunto set my hand and the seal of said court, which is a court of record, on the day and year in that behalf above written.

[SEAL.]

EBENEZER B. COBB.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the foregoing instrument of writing was filed for record in my office, Sept. 27th, 1851, and is truly recorded in book A, No. 6, page 287 and following.

Witness my hand and official seal the date aforesaid.

[SEAL.]

S. D. BARLOW,
Recorder.

Colton to Walker.—Deed.

Deed: Henry G. Colton and wife to Geo. E. Baker, dated October 3d, 1845, as follows:

To all to whom these presents shall come, greeting: Know ye that I, Henry G. Colton, of Ottawa, in the county of La Salle, in the State of Illinois, and Mary E., his wife, for and in consideration of the sum of nine hundred dollars, lawful money of the United States of America, to them in hand paid by George E. Walker, of the place aforesaid, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, *has* remised, released, and forever quit-claimed, and by these presents *does* remise, release, and forever quit-claim, unto the said George E. Walker, and to his heirs and assigns, forever, all our right, title, and interest in and to the land known and described as follows, viz: Said tract is situated in the State of Missouri, in the county of St. Louis, near the city of St. Louis, being a Span-

ish concession for three hundred and fifty arpens of land, (French measure,) date January 19th, 1800, made to Mordecai Bell, and by him assigned to James Mackay, and by said Mackay to Amos Stoddard, Sept. 26th, 1805, which said concession was surveyed about January 1st, 1806, recorded in the surveyor general's office, St. Louis, in book D, page 44, and which tract of land is bounded as follows: Immediately west of the forty-arpen field lots adjoining the city of St. Louis, and partly included within its limits, and bounded on the east by the western line of said lots, on the south by the northern line of a tract of land originally granted to one Lachell, called the pond or mill tract, and late the property of Auguste Chouteau, deceased; on the north and west by lands which at the date of said survey, in 1806, were public lands, and described as such in said survey of said 350 arpens; and the said Mary E. hereby relinquishes her dower in the said lands and premises, to have and to hold the said released premises unto the said George E. Walker, his heirs and assigns, to his own proper use and behoof forever.

In testimony whereof the said Henry G. Colton and Mary E., his wife, have hereunto set their hands and seals this 3d day of October, in the year of our Lord one thousand eight hundred and forty-five.

HENRY G. COLTON, [SEAL.]
MARY E. COLTON, [SEAL.]

Sealed and delivered in presence of

STATE OF ILLINOIS,
Lasalle County.

Be it remembered that on the 3d day of October, 1845, before me, the subscriber, personally appeared Henry G. Colton, to me personally known to be the individual described in and who executed the within deed, and acknowledged to me that he has executed the same.

[SEAL.] In testimony whereof, I have hereunto set my hand and affixed my seal of office, this 3d day of October, 1845.

MAURICE MURPHY,
Clerk Co. Com. C. Lasalle Co.

STATE OF ILLINOIS,
Lasalle County, ss:

Be it remembered that on the 3d day of October, 1845, before me, the subscribed clerk of the commissioners' court of said county, personally appeared Mary E. Colton, the wife of the within-named Henry G. Colton, and who is personally known to me to be one of the individuals described in and who executed the within deed; and the said Mary E., on a private examination separate and apart

from her said husband, acknowledged to me that she had executed the same freely and voluntarily, and without any fear or compulsion of her said husband, and relinquishes her dower therein.

[SEAL.] In witness whereof, I have hereunto set my hand and affixed the seal of my said office, the day and year herein above mentioned.

MAURICE MURPHY, *Clerk.*

Filed and recorded Nov. 5th, 1845.

S. D. BARLOW, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the foregoing is a true and correct copy of an instrument of writing, and of the two certificates of acknowledgment, as well as the date of filing and recording thereof, as fully as the same remains of record in my office in book U, No. 3, page 453 and fol.

[SEAL.] Witness my hand and official seal, this 10th December, 1851.

S. D. BARLOW, *Recorder.*

Stoddards to Colton. Deed.

Deed of Anthony Stoddard and wife and William Stoddard and wife to Henry G. Colton, dated Sep. 10th, 1840, as follows:

This indenture, made the 10th day of September, 1840, between Anthony Stoddard, of the town of Urbana, in the county of Steuben, State of New York, and Mary, his wife, and William Stoddard and Cordelia, his wife, of the town of Painted Post, in the county and State aforesaid, parties of the first part—the said Anthony Stoddard and William Stoddard being two of the heirs-at-law of Major Amos Stoddard, deceased, late of the United States army—and Henry G. Colton, of the town of Painted Post, in the county of Steuben, and State of New York, of the second part, witnesseth: that the said parties of the first part, for and in consideration of the sum of two thousand dollars lawful money of to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same, by these presents have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the two equal and undivided fourth parts of one-sixth part of those two certain lots of land situate,

lying, and being in the State of Missouri, and distinguished, known, and described as follows, that is to say: one tract situate in the county of St. Louis, near the city of St. Louis, being a Spanish concession for three hundred and fifty arpents of land, (French measure,) more or less, date January 19th, 1800, made to Mordecai Bell, and by him assigned and conveyed to James Mackay, and by the said James Mackay assigned or conveyed by deed date September 26th, 1805, to the said Amos Stoddard, since deceased, and which concession was surveyed about January 1st, 1806, recorded in the surveyor general's office in St. Louis, in book D, page 44, and which tract of land is bounded as follows, that is to say: immediately west of the forty arpent field lots adjoining the city of St. Louis, and partly included within its limits, and bounded on the east by the western line of said lots, on the south by the northern line of a tract of land originally granted to one Lockel, called the *plond* or mill tract, and late the property of Auguste Chouteau, deceased, on the north and west by lands which at the date of said survey, in 1806, were public lands, and described as such on said survey of 350 arpents. There is still to be seen a hillock or mound of earth, known since the date of said survey as Stoddard's mound, out of which undivided two-fourth parts of one-sixth part of said 350 arpents of land the said William Stoddard and Anthony Stoddard have heretofore, by their attorney, sold and conveyed to Luke E. Lawless, of St. Louis, one undivided fifth part of their title and interest as above mentioned in said land. Also two undivided fourth parts of one undivided sixth part of another tract of land situate in Callaway county, in the State of Missouri, being a concession of 400 arpents of land to Hypolite Bolen, who conveyed the same to the said Amos Stoddard, to whom the same was confirmed, and the same is patented to the said Amos Stoddard by the United States, by patent dated July 11, 1838, recorded in the patent record book, vol. 8, pages 331 and 332–3–4, to which record reference may be had, and in said patent the land is described $350\frac{28}{100}$ acres of land, in township 45 and 46 north, of range 8 west of the meridian line, and said survey is designated on the connected map as survey No. 1736, and said land is on the north bank of the Missouri river, adjoining Daniel Clark's large survey. The land and premises intended, and which are conveyed by this deed, and all the interest and title of the said William Stoddard and Anthony Stoddard, as two of the heirs-at-law of the said Major Amos Stoddard, deceased, late of the army of the United States, in and to the above-mentioned two tracts of land, except the part conveyed to the said L. E. Lawless as aforesaid: together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits, and also all the estate, right, title, interest, dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the

said parties of the first part of, in, and to the same and every part and parcel thereof, with the appurtenances: to have and to hold the above-granted, bargained, and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his their own proper use, benefit, and behoof forever. And the said Anthony and William, for themselves, their heirs, executors, and administrators, do covenant, grant, and agree, to and with the said party of the second part, his heirs and assigns, that the said Anthony and William, at the time of sealing and delivery of these presents, were lawfully seized in their own right of a good, absolute, and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances, and have good right, full power, and lawful authority to grant, bargain sell, and convey the same in manner aforesaid; and that the said party of the second part, his heirs and assigns, shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess, and enjoy the above-granted premises, and every part and parcel thereof, and the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same, and that the same now are free, clear, discharged, and unencumbered of and from all former and other grants, titles, charges, estates, grants, judgments, taxes, assessments, and encumbrances of what nature or kind soever. And also that the said parties of the first part, and their heirs, and all and every person or persons whomsoever lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the hereinbefore-granted premises, by, from, under, or in trust for them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said party of the second part, his heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby granted or so intended to be, in and to the said party of the second part, his heirs and assigns forever, as by the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required. And the said Anthony and William, their heirs, the above-described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In witness whereof, the parties to these presents have hereunto

interchangeably set their hands and seals the day and year first above written.

A. STODDARD, [SEAL.]
her
MARY × STODDARD, [SEAL.]
mark.
WILLIAM STODDARD, [SEAL.]
CORDELIA STODDARD, [SEAL.]

Sealed and delivered in the presence of—
JOHN KOX,
AARON C. SWITZER.

STATE OF NEW YORK,
Steuben County.

Be it remembered, that on the 10th day of September, 1840, before me, William Hamilton, clerk of the court of common pleas of the said county of Steuben, personally appeared Anthony Stoddard and Mary, his wife, and William Stoddard and Cordelia, his wife, who were proven by John Knox and Aaron C. Switzer, the witnesses to the execution of the within deed, with whom I am personally acquainted, who were examined before me on oath, to be the individuals described in and who executed the within deed. And the said Anthony Stoddard and Mary, his wife, and the said William Stoddard and Cordelia, his wife, severally acknowledged the same to be their act and deed for the purposes therein mentioned; and the said Mary, the wife of the said Anthony Stoddard, and the said Cordelia, the wife of the said William Stoddard, being by me first made acquainted with the contents thereof, and examined separate and apart from their said husbands, whether they executed the said deed, and relinquished their right of dower voluntarily, freely, and without compulsion or undue influence of their said husbands, acknowledged and declared that they executed the said deed, and relinquished dower in said land and tenements therein mentioned voluntarily and freely, and without compulsion or undue influence of their said husbands.

In testimony whereof, I, William Hamilton, clerk of the said court of common pleas of the county of Steuben, have hereunto set my hand and affixed the seal of said court, at the office of the said clerk, in the county and State aforesaid, the tenth day of September, one thousand eight hundred and forty. [SEAL.]

WILLIAM HAMILTON, *Clerk.*

Filed and recorded July 19th, 1845.

S. D. BARLOW, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the

foregoing is a true and correct copy of an instrument of writing, and of the certificate of acknowledgment, as well as the date of filing and recording thereof, as fully as the same remains of record in my office in book T, No. 3, pages 7 and following.

[SEAL.] Witness my hand and official seal this 10th December, 1851.

S. D. BARLOW, *Recorder.*

Walker, &c., to Bredell.

Deed of Geo. E. Walker and wife to John C. Bredell, dated Dec. 20th, 1845, as follows:

This deed, made this 20th day of September, in the year of our Lord one thousand eight hundred and forty-five, witnesseth: that George E. Walker, of the town of Ottawa, in the county of Lasalle, and State of Illinois, and Margaret, his wife, for and in consideration of the sum of two thousand dollars, to them in hand paid by John C. Bredell, of the county of St. Louis, in the State of Missouri, the receipt whereof is hereby acknowledged, have remised, released, and quit-claimed, and by these presents do remise, release, and quit-claim, unto the said John C. Bredell and his heirs, one equal undivided twelfth part of a tract of land containing three hundred and fifty arpents, situate, lying, and being near the city of St. Louis, and State of Missouri, being the same tract confirmed by the act of Congress of the 4th of July, 1836, on Mordecai Bell or his legal representatives, bounded on the east by the commonfield of St. Louis, on the south by the tract of land known in its original undivided form as the mill tract of Augustus Chouteau, on the west and north by land which at the time of the survey of the tract herein described, in the year eighteen hundred and six, was vacant lands—the tract before described being that which was surveyed by James Mackay, in 1806, for Amos Stoddard, under a concession to Mordecai Bell, which conveyance appears to have been transferred by said James Mackay. The undivided interest hereby conveyed in said tract *in* that which was acquired by George E. Walker from Henry G. Colton and wife, by deed recorded in the recorder's office of St. Louis county in book U, No. 3, page 453 and following, and is the same acquired by said Henry G. Colton from Anthony Stoddard and William Stoddard and their wives, by deed recorded in the same office in book T, No. 3, page 7 and following—this conveyance of the said undivided interest in said tract of land being subject to the exception of the interest conveyed to Luke E. Lawless by said Anthony and William Stoddard, as expressed in their said deed to said Henry G. Colton: to have and to hold the said undivided interest in said tract of land to the said John C. Bredell, his heirs and assigns forever.

In testimony whereof, the said George E. Walker and Margaret, his wife, have hereunto set their hands and seals the date above written.

G. E. WALKER, [SEAL.]
MARGARET WALKER, [SEAL.]

STATE OF ILLINOIS,
Lasalle County, ss:

Be it remembered, that on this twentieth day of December, A. D. eighteen hundred and forty-five, before the undersigned, clerk of the county commissioners' court of the county aforesaid, came George E. Walker and Margaret Walker, his wife, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they severally acknowledged the same to be their act and deed for the purposes therein mentioned. She, the said Margaret Walker, being by me first made acquainted with the contents of said conveyance, acknowledged, on an examination separate and apart from her husband, that she executed the same, and relinquished her dower in the lands and tenements therein mentioned, freely, voluntarily, and without compulsion or undue influence of her said husband.

[L. S.] In testimony whereof, I hereto set my hand and affixed the seal of the said court, at the town of Ottawa, the date last aforesaid.

MAURICE MURPHY,
Clerk of Lasalle County Commiss'rs' Court.

Filed and recorded Dec. 30th, 1845.
S. D. BARLOW, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned recorder for said county, certify that the foregoing is a true and correct copy of an instrument of writing, and of the certificate of acknowledgment, as well as the date of filing and recording thereof, as fully as the same remains of record in my office, in book H, No. 3, page 113 and fol.

[L. S.] Witness my hand and official seal this 10th December, 1851.

Bredell to Murdock.

Deed of John C. Bredell to John J. Murdock, dated Nov. 29th, 1850, as follows:

This deed made this 29th day of November, 1850, by and between John C. Bredell, of the city of St. Louis, party of the first

part, and John J. Murdock, of the same place, party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of twenty-three thousand dollars to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents remise, release, quit-claim, convey, and confirm unto the said party of the second part the one equal undivided twelfth part of a tract of land containing three hundred and fifty arpens, situate, lying, and being near the city of St. Louis, and State of Missouri, being the same tract confirmed by act of Congress of *of* the fourth day of July, 1836, to Mordecai Bell or his legal representatives, bounded on the east by the common field of St. Louis, on the south by a tract of land known in its original undivided form as the mill tract of Auguste Chouteau, on the west and north by land which at the time of the survey of the tract herein described in 1806 was vacant land; the tract of land before described being that which was surveyed by James Mackay in 1806 for Amos Stoddard under a concession to Mordecai Bell, and the undivided interest hereby conveyed is the same acquired by said Bredell from George E. Walker and wife, by deed recorded in book I, No. 3, page 113, and the same acquired by said Walker from Henry G. Colton and wife, by deed recorded in book U, No. 3, page 453, and the same acquired by said Colton from Anthony Stoddard and William Stoddard and wives, by deed recorded in book T, No. 3, page 7, of the records in the recorder's office of the county of St. Louis, the conveyance of said undivided interest in said tract being subject to the exception of the interest conveyed to Luke E. Lawless by said Anthony and William Stoddard, as expressed in this said deed to said Henry G. Colton; to have and to hold the said premises above conveyed unto the said party of the second part and to his heirs and assigns, forever. And the said party of the first part, for himself, his heirs and executors and administrators, hereby covenant to and with the said party of the second part, his heirs and assigns, that he and they will and shall forever warrant and defend the premises unto the said party of the second part, his heirs and assigns, against the lawful claims and demands of all persons claiming or to claim the same by, through, or under the said party of the first part; but not otherwise.

In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year first aforesaid.

JOHN C. BREDELL, [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this 29th day of November, 1850, before me, the undersigned justice of the peace in and for the county aforesaid, came John C. Bredell, who is personally known

to me to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, and he acknowledged the same to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year last above written.

PETER W. JOHNSTONE,
Justice of the Peace.

Filed and recorded Dec. 3d, 1850.

S. D. BARLOW, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned recorder for said county, certify that the foregoing is a true and correct copy of an instrument of writing, and of the certificate of acknowledment, as well as the date of filing and recording thereof, as fully as the same remains of record in my office, in book S, No. 5, page 193.

[L. S.] Witness my hand and official seal this 8th December, 1851.

S. D. BARLOW, *Recorder.*

Deed: Amos Stoddard et al. to L. E. Lawless, dated Nov. 15, 1836, as follows:

Know all men by these presents, that whereas Amos Stoddard, deceased, formerly major in the army of the United States, and first civil commandant of the province of Upper Louisiana, after the cession of Louisiana by France to the United States, was entitled at the time of his decease to a certain tract of land situated near the town of St. Louis, in said Upper Louisiana, containing three hundred and fifty arpens French measure, more or less, by virtue of a Spanish concession, dated 29th January, 1800, made to one Mordecai Bell, and by said Bell assigned for valuable consideration to one James Mackay, and by said Mackay assigned by deed dated 26th Sept., 1805, to said Amos Stoddard, and which said concession was located and surveyed by the proper officer on or about the 1st January, 1806, as will appear by said survey of record in the office of the surveyor general, at St. Louis, in the State of Missouri, in book D, fol. 44; and whereas by instrument in writing, under seal bearing date the 28th day of March, 1835, and acknowledged in open court in the court of common pleas of Trumbull county, State of Ohio, at the April term thereof, 1835, and on the 1st day of May, 1835, Amos A. Stoddard and Daniel Stoddard, for themselves and in the name of, and as attorneys in fact for, the other persons therein named, who with them are heirs at law of said Amos Stoddard, did covenant and agree to and with Luke Edward Lawless, of St. Louis, county of St. Louis, State of

Missouri, in consideration of services by him rendered, that said Amos A. Stoddard and Daniel Stoddard, and their said co-heirs, should, as soon as might be after the confirmation of said concession and survey by the proper authority, make and execute, or cause to be made and executed to said Luke Edward Lawless, his heirs or assigns, a valid and legal conveyance of the one undivided fifth part, being seventy arpents, French measure, more or less, of said tract of land included in said concession and survey herein before mentioned, and as the same should be located and bounded by the survey to be made thereof when the same shall be so confirmed; and whereas since the execution and acknowledgment of said deed by said Amos A. and Daniel Stoddard, the said concession and survey has been confirmed by an act of Congress approved the 4th of July, 1836, entitled "An act confirming claims to land in the State of Missouri, and for other purposes," and which act confirms, amongst other decisions of the commissioners under the acts of 1832 and 1833, the decision by them made in favor of said concession and survey, which decision will more fully and at large appear, reference being had thereto in the report of said commissioners, under number 261, vol. 2, pages 16 and 17. Now know ye, that in pursuance and performance of our said contract, and in consideration of the services by the said Luke Edward Lawless rendered in the obtainment of the confirmation of said concession and survey, and in consideration of one dollar to us in hand paid by said Luke Edward Lawless, we, the said Amos A. Stoddard and Daniel Stoddard, of Trumbull, county of Ellsworth, State of Ohio, for ourselves and in the name of, and as attorney in fact of the persons hereinafter named, who with us are co-heirs of the said Major Amos Stoddard, dec'd, and which heirs are as follows, to wit, the above named Amos A. Stoddard, son of Simeon Stoddard; the said Daniel Stoddard, only son and heir of Eliakim Stoddard, deceased, who was one of four surviving brothers of said Major Amos Stoddard; Curtis Stoddard, of Norton, county of Medina, State of Ohio, also one of the said brothers of said Maj. Amos Stoddard; Simeon Stoddard, of the county of Fayette, State of Indiana, also one of the said four brothers of the said Major Amos Stoddard; Lavina Foster, wife of Jonas Foster, of Trumbull county, State of Ohio, and only daughter and heir of Lavina Pierce, deceased, who was one of the two only sisters of said Major Amos Stoddard; Lucy Bunnell, the wife of Joseph Bunnell, of the town of Sterling, county of Cayuaga, State of New York, and surviving sister of said Major Amos Stoddard; Lucy Home, of Spafford, in the county of Onondaga, in the State of New York, widow of John Home, late of Manellar, in said county of Onondaga; Aroa, wife of Daniel Morgan, of Hector, in the county of Pompkins, in the State of New York; Anthony Stoddard and William Stoddard, of the town of Jersey, in the county of Steuben, State of New York, which said Lucy, Aroa, Anthony, and William are children and

co-heirs of Philo Stoddard, late of Tully, in the county of Onondaga, in the State of New York, dec'd, who was one of said four brothers of said Major Amos Stoddard,—have granted, bargained, sold, and assigned, and by these presents do grant, bargain, sell, and assign unto said Luke Edward Lawless, his heirs and assigns, one undivided fifth part of said tract of land so granted, conveyed, and confirmed, and which said tract, according to the aforesaid survey to which we refer, is situated and bounded as follows: immediately west of the forty-arpen field lots adjoining the city of St. Louis, and partly included within its limits, and bounded on the east by the western line of said forty-arpen lots; on the south by the northern line of a tract of land originally granted to one Ladede, called the Pond or Mill tract, and late the property of Auguste Chouteau, deceased; on the north and west by lands which at the date of said survey in 1806 were public lands, and described as such in said survey, and upon which tract containing three hundred and fifty arpens, French measure, be the same more or less, of which one-fifth part undivided is hereby conveyed or intended to be conveyed; (there is still to be seen a certain hillock or mound of earth, known since the date of said survey and the taking possession of said tract by said Major Amos Stoddard by the name of Stoddard's Mound;) to have and to hold to said Luke Edward Lawless, his heirs and assigns, the said undivided fifth part of said tract, with the buildings, improvements, and appurtenances thereon and thereunto belonging, hereby warranting the above-conveyed premises to said Luke Edward Lawless against all persons lawfully claiming the same by, through, or under us, the said Amos A. Stoddard and Daniel Stoddard, or the other before-named persons, co-heirs with us of said Major Amos Stoddard, it being understood that no covenant of seizure or of general warranty is hereby given or herein intended to be contained.

In testimony whereof, we have, for ourselves and in the name of the co-heirs of said Amos Stoddard hereinbefore named, and as their attorneys in fact, duly authorized, hereunto set our hands and seals this 15th day of November, in the year of our Lord one thousand eight hundred and thirty-six.

AMOS A. STODDARD, [SEAL.]
DANIEL STODDARD, [SEAL.]

Signed, sealed in presence of—
JAMES D. TAYLOR,
VINCENT WEBB.

THE STATE OF OHIO,
Trumbull county, ss:

This day personally appeared Amos A. Stoddard and Daniel Stoddard, signers and sealers of the foregoing deed, and severally

acknowledged the same to be their free act and deed, it having been proven to me, by the oaths of Jacob H. Baldwin and Benjn. N. Robbins, esqs., that the said Amos A. Stoddard and Daniel Stoddard are the persons they represent themselves to be, and I also state that from my personal knowledge I know the said Amos A. Stoddard to be the person he represents himself to be.

In witness whereof, I have hereunto set my hand and affixed the seal of the supreme court of the State of Ohio, at Warren, in said county of Trumbull, this 15th day of November, anno Domini, 1836. [SEAL.]

GEORGE PARSONS,
Clerk of the Supreme Court of the State of Ohio for Trumbull County.
By JANES D. TAYLOR,
Deputy.

Filed for record March 18th, 1842. Recorded April 4th, 1842.
JULIUS DE MUN, *Recorder.*

STATE OF MISSOURI,
County of St. Louis.

I, the undersigned, recorder for said county, certify that the foregoing is a true copy of an instrument of writing executed by Amos A. Stoddard et al. to L. E. Lawless, and of the certificate of acknowledgment, and also of the dates of filing and recording thereof, as fully as the same remains of record in my office, in book V 2, p. 347, and fol.

Witness my hand and official seal this the 19th day of May, 1856. [L. S.]

C. KEEMLE,
Recorder.

Lawless to Gamble.—Deed.

Deed: L. E. Lawless and wife to H. R. Gamble, dated March 16th, 1842, as follows:

Know all men by these presents, that we, Luke Edward Lawless, of the city of St. Louis and State of Missouri, and Virginia, wife of said Luke E. Lawless, for and in consideration of the sum of one thousand dollars to us in hand paid by Hamilton R. Gamble, of the same place, the receipt whereof is hereby acknowledged, have bargained, sold, and quit-claimed, and by these presents do bargain, sell, and quit-claim, unto said Gamble and his heirs, the following-described real estate, situate in the county of St. Louis and State aforesaid, to wit: one undivided fifth part of a certain tract of land, containing three hundred and fifty arpens, more or less, confirmed by act of Congress approved on the 4th of July, 1836, to Mordecai Bell or his legal representatives, which tract is

bounded on the east by the common field lots of St. Louis, and on the south by the tract of land formerly belonging to Auguste Chouteau, deceased, and known as Chouteau's mill tract—the tract so confirmed has been surveyed under the authority of the United States, and embraces what has long been known as Stoddard's mound, the undivided fifth hereby conveyed is that which was conveyed to said Luke E. Lawless by Amos A. Stoddard and Daniel Stoddard, for themselves and as attorneys in fact for the other heirs of Major Amos Stoddard, deceased, by deed dated 15th Nov'r, 1836:—to have and to hold the said undivided fifth part of the said tract of land unto the said Hamilton R. Gamble and his heirs, forever, and the said Luke E. Lawless, for himself and his heirs, covenants with said Hamilton R. Gamble, his heirs and assigns, to warrant and defend the title to the said undivided fifth part of the said tract of land, against the claims of all and every person who may claim the same, either under the said Luke E. Lawless or the said Major Amos Stoddard, deceased.

In testimony whereof the said Luke Edward Lawless and Virginia, his wife, have hereunto set their hands and seals this 16th day of March, in the year 1842.

L. E. LAWLESS, [SEAL.]
VIRGINIA LAWLESS, [SEAL.]

The words "The deed dated 15th November, 1836," interlined before signing.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this 17th day of March, eighteen hundred and forty-two, before me, the undersigned, clerk of the circuit court within and for the county aforesaid, came Luke E. Lawless and Virginia, his wife, who are known to me to be the real persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and severally acknowledged the same to be their act and deed, hands and seals, for the purposes therein mentioned—she, the said Virginia Lawless being by me first made acquainted with the contents of said instrument of writing, acknowledged and declared, on an examination separate and apart from her husband, that she executed the same freely and voluntarily, and relinquishes her right of dower to the property therein conveyed, without any compulsion or undue influence of her said husband.

In testimony whereof I hereto set my hand and affix the seal of said court, at office in the city of St. Louis, the day and year last aforesaid. [SEAL.]

JOHN RULAND, *Clerk.*

Filed for record March 18th, 1842; recorded April 4th, 1842.
JULIUS D. MUN,
Recorder.

STATE OF MISSOURI,
County of St. Louis:

I, the undersigned, recorder in and for said county, certify that the foregoing is a true and correct copy of an instrument of writing and of the certificate of acknowledgment, and also of the dates of filing and recording thereof as fully as the same remains of record in my office, in book V, No. 2, page 349.

[SEAL.] Witness my hand official seal this the 30th day of April, 1853.

S. D. BARLOW, *Recorder.*

Gamble to Mills.—Deed.

Deed: H. R. Gamble and wife to A. L. Mills et al., dated May 12th, 1848, as follows:

"This deed, made this twelfth day of May, in the year of our Lord one thousand eight hundred and forty-eight, witnesseth: that Hamilton R. Gamble and Caroline C. Gamble, his wife, of the county of St. Louis, in the State of Missouri, for and in consideration of the sum of one dollar to them in hand paid by Adam L. Mills and William Beaumont, of the same county, the receipt whereof is hereby acknowledged, have remised, released, and quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said Adam L. Mills and William Beaumont and their heirs all their right, title, interest, and claim to one undivided fifth part of the tract of land containing three hundred and fifty arpens, confirmed to Mordecai Bell or his legal representatives by the act of Congress of the 4th day of July, in the year 1836, and being claim number two hundred and sixty-one, in the report of claims made by the recorder and commissioners to Congress, which report is the basis of the said act of Congress, which said tract of land has been surveyed under the authority of the United States so as to be bounded on its eastern side by the commonfields of St. Louis, and on its southern side by the tract known as the mill tract of the late Auguste Chouteau, deceased, the undivided fifth above released, being all the interest acquired by said Gamble from Luke E. Lawless and wife by deed recorded in the recorder's office of St. Louis county, in book V, No. 2, pages 349 and '50, which said tract of three hundred and fifty arpens includes as surveyed a tract of about forty-one acres, conveyed by said Gamble and wife to the said Mills, by deed recorded in the recorder's office, in book W, pages 116 and '17: to have and to hold the said undivided fifth above conveyed unto the said Adam

L. Mills and William Beaumont and their heirs forever, subject to this exception and reservation, to wit: that if upon a partition of the said 350 arpent tract between the said Mills and Beaumont and the other persons who hold under the said Mordecai Bell, there shall be assigned to the said Mills and Beaumont, or their heirs or assigns, a larger portion of said land than the forty-one acres conveyed as above mentioned by said Gamble and wife to said Mills, then one-half of said excess above the said forty-one acres shall be held for the use and benefit of the said Hamilton R. Gamble, his heirs and assigns, and shall be conveyed and disposed of as he or they may direct.

In testimony whereof the said Hamilton R. Gamble and wife have hereto set their hands and seals the date above written.

H. R. GAMBLE, [L. S.]
CAROLINE C. GAMBLE, [L. S.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this 22d day of June, in the year 1848, personally appeared before the undersigned, presiding justice of the county court of the county of St. Louis, the above-named Hamilton R. Gamble and Caroline C. Gamble, his wife, both personally known to me, to be the persons whose names are subscribed to the foregoing deed as parties thereto, and severally acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Caroline C. being by me examined separate and apart from her said husband, and the contents of said deed being by me explained to her, made her acknowledgment that she executed said deed and relinquishes her right of dower in the property therein described freely and voluntarily and without the compulsion or undue influence of her said husband.

Taken and certified the day and year above written.

ARCHIBALD GAMBLE,
Pres. J. C. C.

Filed and recorded June 26th, 1848.

STATE OF MISSOURI,
St. Louis County.

I, the undersigned recorder in and for said county, certify that the foregoing is a full and complete copy of an instrument of writing, and of the certificate of acknowledgment, and date of filing and recording thereto, as fully as the same remains of record in my office, in book S 4, page 518 and foll'g.

[SEAL.] Witness my hand and official seal this 30th day of April, 1853.

S. D. BARLOW, *Recorder.*

A. L. Mills et al.—Tripartite Deed.

Deed of A. L. Mills et al., dated April 1st, 1851, as follows:

This indenture triparty, viz: between Adam L. Mills and William Beaumont, of the city of St. Louis, in the county of St. Louis, in the State of Missouri, of the first part, and John J. Murdock, of the same city, of the *second* part, and Henry Stoddard, of the city of Dayton, in the State of Ohio, of the third part, witnesseth: Whereas a tract of land situated at said St. Louis county, near said city of St. Louis, west of and bounding on the forty-arpen or common field lots of said city, was surveyed by James Mackay on the 21st day of January, 1806, for Major Amos Stoddard then and lately an officer in the army of the United States, claiming the same in virtue of a grant to Mordecai Bell from the Spanish government, as will be seen by a plat thereof recorded by Antoine Soulard, surveyor general of the territory of Louisiana, on the 27th day of January, 1806, in book D, on page 363: And whereas also, by an act of Congress of the United States, approved July 4th, 1836, entitled "An act confirming claims to land in the State of Missouri, and for other purposes," there was confirmed to said Mordecai Bell, or his legal representatives, the same tract of land so surveyed as aforesaid, containing three hundred and fifty arpens, equal to two hundred and ninety-seven acres and seventy-four-hundredths of an acre of land, situated as aforesaid in township 45 north, in range 7 east, of the 5th P. M., which tract of land was afterward surveyed by Laurentius M. Eiler, deputy surveyor, between the 21st day of October and the 8th day of December, 1836, and a plat and field notes thereof made and recorded in the office of the surveyor general of the United States, at St. Louis, in book C, on pages 134, 5, 6, and 7, May 20th, 1837, and said plat and field notes is survey No. 3026 on said record: And whereas said Amos Stoddard died intestate, seized in fee simple of said land, and the same descended to his heirs-at-law, and they afterward conveyed to Luke E. Lawless an undivided fifth part of said land by deed date Nov. 15, 1836, which is recorded in the deed records of said St. Louis county, in book V, No. 2, on page 347, and said Lawless afterward conveyed said undivided fifth to Hamilton R. Gamble, by deed date March 16th, 1842, recorded in the same deed records, in book V, No. 2, page 349, and said Gamble afterwards conveyed said undivided fifth to said Adam L. Mills and William Beaumont, (said parties of the first part,) by deed date May 12th, 1848, recorded in said deed records, in book S, No. 4, on pages 518 and 519, so that the said parties of the first part, by virtue of said several conveyances, are seized of an undivided fifth part of said tract of land. And whereas Anthony Stoddard and William Stoddard, two of the four heirs-at-law of Philo Stoddard, dec'd, who was a brother and one of the six heirs-at-law of said Major Amos Stoddard, dec'd, conveyed to Henry G.

Colton all their undivided interest in said tract of land, (being one-twelfth of four-fifths thereof,) by deed date Sept. 10th, 1840, which is recorded in the deed records aforesaid, in book T, No. 3, on page 7, and said Colton afterwards conveyed the same undivided interest to George E. Walker, by deed date Oct. 3, 1845, recorded in the same deed records, in book U, No. 3, on page 453, and said Walker afterward conveyed the same undivided interest to John C. Bredell, by deed dated December 20th, 1845, recorded in the same deed records, in book X, No. 3, on page 113, and said Bredell afterward conveyed the same undivided interest to John J. Murdock, said party of the second part, by deed date Nov. 29th, 1850, recorded in the same deed records, in book S, No. 5, page 193, so that said party of the second part, by virtue of said several conveyances, is seized of an undivided twelfth part of four undivided fifth parts of said tract of land. And whereas said heirs-at-law of said Amos Stoddard, dec'd, by sundry deeds of conveyance recorded in the same deed records of St. Louis county, in book T, No. 4, on page 242 and following, and on book K, No. 4, on page 285 and following, and on page 288 and following, and on book L, No. 4, on page 24 and following, and on book L, No. 5, on page 356 and following, conveyed all their interest in said tract of land to said Henry Stoddard, (said party of the 3d part,) so that he, said part of the third part, by virtue of said several deeds of conveyance, is seized in fee simple of eleven undivided twelfth parts of four undivided fifth parts of said tract of land. And for the purpose of making partition of said tract of land, so that said parties of the first part may have and hold their one-fifth of the same in severalty, the parties have and do hereby agree that said Mills and Beaumout, said parties of the first part, shall have and hold the following described parcel part of said tract of land in severalty, discharged of and from all claim of them, the said Murdock (said party of the second part) and said Henry Stoddard, (said party of the third part,) and for boundaries and description beginning at a stone planted for the southeast corner of said 297 74-100 acre tract on the south side of "Laclede avenue," (otherwise called the Manchester road, which is a macadamized road, and said stone is so planted about three poles south of the grade of said road,) and running thence north 75° 30″ west, along the south line of said tract, twenty-eight (28) poles to a stone set for corner on the side, and just at the edge of the grade of said road, opposite the centre of a 40-foot street, called Beaumont street, running north and south across part of said tract of land; thence north 14° 30″ east, in the centre of said Beaumont street, one hundred and sixty-six (166) poles and seven-hundredths of a pole to the south line of the Methodist grave-yard to a stone set for corner on the north side of and near the edge of the macadamized grade of the St. Charles road; thence east along the south line of said Methodist and of the Catholic grave-yard thirty-eight

poles and ten links to the east line of said tract of land, which is the west line of the forty-arpen or common field lots of said city of St. Louis, and thence south along the east line of said tract, which is the west line of said common field lots, to the place of beginning, containing forty-two acres and seventy-hundredths (42 70-100) of an acre of land, be the same more or less, and said parties of the second and third parts, in consideration of the releases hereinafter contained on the part of the said parties of the first part, hereby release to said parties of the first part, their heirs and assigns, forever, all claim of, in, or to said parcel or tract of 42 70-100 acres of land above described, (forty-two and seventy-hundredths.) And we, the said Adam L. Mills and William Beaumont, said parties of the first part, in consideration of the partition and severance above made and had, by which said parcel of forty-two acres and seventy-two-hundredths of an acre of said land has been set off and aparted to them in severalty as and for their undivided fifth part of said tract of 350 arpens tract, have remised and released, and by these presents do remise, release, and forever quit-claim to them, the said Murdock, said party of the second part, and said Henry Stoddard, said party of the third part, and to their heirs and assigns, forever, all the right, title, interest, and claim which they, the said party of the first part or either of them have of, in, or to the said tract of 350 arpens of land, and every part thereof, except that parcel thereof containing 42 70-100 acres above described and aparted to us as aforesaid. And Deborah Beaumont, wife of the said William Beaumont, hereby releases to said Murdock and Henry Stoddard all claim to dower in all and every part of said 350 arpens of land, except in that parcel of 42 70-100 acres above described and aparted to said Adam L. Mills and Wm. Beaumont, as aforesaid. And Susan C. Stoddard, wife of the said Henry Stoddard, hereby releases to said Adam L. Mills and Wm. Beaumont all claim to dower in that parcel of 42 70-100 acres of land as above described, which has been aparted to said Mills and Beaumont as aforesaid. It is understood by all the parties to this indenture that they do not, nor do any or either of them make any covenant or assurance of title or right, but they only release and convey, so as to make partition, so that the parties may hold in severalty.

In testimony that the foregoing is our deed, we, the said Adam L. Mills and Wm. Beaumont, and Deborah Beaumont, wife of the said Wm. Beaumont, parties of the first part, and John J. Murdock, the party of the second part, and Henry Stoddard and Susan C. Stoddard, his wife, the parties of the third part, have hereunto set their hands and seals this 1st day of April, 1851.

ADAM L. MILLS, [SEAL.]
WILLIAM BEAUMONT, [SEAL.]
DEBORAH BEAUMONT, [SEAL.]
J. J. MURDOCK, [SEAL.]
HENRY STODDARD, [SEAL.]
SUSAN C. STODDARD, [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on the first day of April, eighteen hundred and fifty-one, before me, the undersigned, recorder within and for the county aforesaid, came Adam L. Mills, William Beaumont, and Deborah, his wife, Henry Stoddard, and Susan C., his wife; and on this thirtieth day of June, in the same year aforesaid, also came John J. Murdock, all of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and severally acknowledged the same to be their act and deed for the purposes therein mentioned: the said Deborah Beaumont and the said Susan C. Stoddard being first made acquainted with the contents of the foregoing conveyance acknowledged, on an examination apart from their respective husbands, that they executed the same, and relinquished their dower in and to the real estate therein conveyed freely and without compulsion or undue influence of their respective husbands.

In witness whereof, I hereto set my hand and official seal at [SEAL.] office in St. Louis, the date last aforesaid.

STEPHEN D. BARLOW, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the foregoing deed was filed for record in my office June 30, 1851, and is truly recorded in book A, No. 6, page 4 and foll'g.

Witness my hand and official seal the date last aforesaid.

[SEAL.] S. D. BARLOW, *Recorder.*

Stoddard and Murdock to Garrison.

Deed: Stoddard and Murdock to Ab. Garrison, dated Nov. 25th, 1851, as follows:

This deed, made and entered into this twenty-fifth day of November, eighteen hundred and fifty-one, by and between Henry Stoddard and Susan C. Stoddard, his wife, of the city of Dayton, and State of Ohio, and John J. Murdock, of the city of St. Louis, and State of Missouri, party of the first, and Abraham Garrison, of the city of Pittsburg, in the State of Pennsylvania, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of nine thousand five hundred and seventy dollars to them in hand paid by the said party of the second part, receipt whereof is hereby confessed and acknowledged, ha bargained and sold, and by these presents do bargain and sell, convey and confirm unto the said party of the second part, his

heirs and assigns, forever, all that certain block or parcel of ground situated in the county of St. Louis, and State of Missouri, in Stoddard's addition to the city of St. Louis, a plat of which addition is of record in the recorder's office of St. Louis county, to wit: block No. 12 of said Stoddard's addition, bounded and described as follows: beginning at the southwest corner of said block, at the intersection of Gamble street and Clay avenue, thence northwardly on the eastern line of Clay avenue two hundred and fifty-one feet and six inches to Dayton street; thence eastwardly on the southern line of Dayton street four hundred and thirty-five (435) feet to Elliott avenue; thence southwardly on the western line of Elliott avenue two hundred and fifty-one (251) feet and six inches to Gamble street, and thence westwardly on the north line of Gamble street four hundred and thirty-five (435) feet to the place of beginning: to have and to hold the same with all the rights, privileges, and appurtenances thereto belonging or in any wise appertaining unto him, the said party of the second part, his heirs and assigns, forever; the said Henry Stoddard and John J. Murdock, of said party of the first part, hereby covenanting that they, their heirs, executors, and administrators, will warrant and defend the title to the said premises, and every part thereof, to him, the said party of the second part, his heirs and assigns, against the lawful claim or claims of all and every person or persons whomsoever claiming or to claim the same, or any other part thereof, by, through, or under them, and no other.

In witness whereof, the said party of the first part have hereto set their hands and seals the day and year first herein written.

HENRY STODDARD, [SEAL.]
SUSAN C. STODDARD, [SEAL.]
J. J. MURDOCK, [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this fourth day of December, A. D. eighteen hundred and fifty-one, before me, the undersigned, a notary public within and for the county and State aforesaid, duly commissioned and qualified, came Henry Stoddard and Susan C. Stoddard, his wife, and John J. Murdock, who are all personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as party thereto, and they severally acknowledged the same to be their act and deed for the purposes therein mentioned; and she, the said Susan C. Stoddard, having been by me first made acquainted with the contents of said instrument of writing, acknowledged, on examination apart from her husband, that she executed the same and relinquished her dower in the real estate therein described freely and without compulsion or undue influence of her said husband.

In testimony whereof I have hereunto set my hand and [SEAL.] notarial seal, at office in the city of St. Louis, the day and year last above written.

HIRAM W. LEFFINGWELL,
Notary Public, St. Louis county, Mo.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said *recorder*, certify that the foregoing instrument of writing was filed for record in my office December 5th, 1851, and is truly recorded in book D, No. 6, page 211.

Witness my hand and official seal the date aforesaid.
[SEAL.]
S. D. BARLOW,
Recorder.

Stoddard to Green.

Deed: Truman Stoddard to Chas. P. Green, dated Nov. 13th, 1851, as follows:

This indenture, made this 13th day of November, one thousand eight hundred and fifty-one, between Truman Stoddard, son of Philo Stoddard, deceased, and heir-at-law of Amos Stoddard, dec'd, of the city of Auburn, Cayuga county, State of New York, of the first part, and Charles P. Green, of the county of St. Louis, in the State of Missouri, of the second part, witnesseth: that the said party of the first part, for and in consideration of one thousand four hundred dollars, does grant, bargain, sell, and confirm unto the said party of the second part, and to his heirs and assigns, forever, all his right, title, interest, and estate in and to the following-described pieces or parcels of land, as follows, viz: all that certain piece or parcel of land situate in the county of St. Louis and State of Missouri aforesaid, west of the city of St. Louis, and being the same original concession of three hundred and fifty arpents which was surveyed as No. 3026, in the name of Mordecai Bell, and confirmed to said Bell, or his legal representatives, and by one Major Amos Stoddard bought of one James Mackay; also in and to a tract of land situated in *Calway* county, in said State of Missouri, on the north bank of the Missouri river, adjoining the large survey of Daniel Clark, and being the same tract of land originally conceded to Hypolite Bolen, and further described in the book of Patent Records, vol. viii, pages 331 and following, having been confirmed and patented in favor of said Amos Stoddard, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: to have and to hold the said premises above described to the said party of the second part, his heirs and assigns, forever. And the said party

of the first part for his heirs does covenant, grant, promise, and agree, to and with the said party of the second part, his heirs and assigns, the above-bargained premises against all and every person or persons whatsoever lawfully and equitably claiming or to claim the whole or any part thereof, forever to warrant and defend.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

TRUMAN STODDARD, [SEAL.]

Sealed and delivered in presence of—
DANIEL W. MORGAN,
JEROME F. MORGAN.

STATE OF NEW YORK,
Cayuga county, Clerk's office, set:

On this 14th day of Nov., 1851, before me, personally appeared Truman Stoddard, to me known to be the person who executed the within deed, and he acknowledged that he executed the same for the uses and purposes therein express[ed.]

[SEAL.] In witness whereof I have hereunto set my hand and affixed my seal of office, this 14th day of Nov., 1851.

EBENEZER B. COBB,
Clerk of the Supreme and County Courts,
Cayuga County, New York.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the foregoing instrument of writing was filed for record in my office, December 4th, 1851, and is truly recorded in book D, No. 6, page 209.

[SEAL.] Witness my hand and the official seal the date aforesaid.

S. D. BARLOW,
Recorder.

Green to Shaw.—Deed.

Deed: Chas. P. Green to Hiram Shaw, dated March 19th, 1852, as follows:

Know all men by these presents that I, Charles Philo Green, of the county of St. Louis, in the State of Missouri, for and in consideration of the sum of one dollar to me in hand paid by Hiram Shaw, of the county and State aforesaid, the receipt of which I do hereby acknowledge, do by these presents grant, bargain, sell, convey, and quit-claim unto the said Hiram Shaw and to his heirs and assigns forever, all my right, title, interest, and estate either in possession or in expectancy, of, in, and to a certain tract of land

situate in the county of St. Louis and State of Missouri aforesaid west of the city of St. Louis, and being the same original concession of three hundred and fifty arpents which was surveyed as No. 3026 in the name of Mordecai Bell, and confirmed to said Bell or or his legal representatives, and by one Major Amos Stoddard bought of one James Mackay; also in and to a tract of land situated in Calloway county, in said State of Missouri, on the north bank of the Missouri river, adjoining the large survey of Daniel Clarke, and being the same tract of land originally conceded to Hypolite Bolen, and further described in the book of Patent Records, vol. viii, pages 331 and following, having been confirmed and patented in favor of said Amos Stoddard, together with all the rents, profits, privileges, and appurtenances thereunto belonging: to have and to hold the same as aforesaid unto him, the said Hiram Shaw, and to his heirs and assigns, forever.

In witness whereof I, the said Charles Philo Green, have hereunto set my hand and seal on the 19th day of March, A. D. 1852.

CHARLES P. GREEN, [SEAL.]

Executed in presence of—
JOHN BLACK.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this nineteenth day of March, eighteen hundred and fifty-two, before me, the undersigned, a justice of the peace within and for the county aforesaid, came Charles Philo Green, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto, and he acknowledged the same to be his act and deed for the purposes therein mentioned.

Taken and certified by me, on the day and year aforesaid.

JOHN BLACK,
Justice of the Peace.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the foregoing instrument of writing was filed for record in my office April 7th, 1857, and is truly recorded in book No. 188, page 1.

Witness my hand and official seal the date aforesaid.

C. KEEMLE, *Recorder.*

Shaw to Stoddard.—Deed.

Deed: Hiram Shaw to H. Stoddard, dated Sept. 28th, 1856, as follows:

Whereas Truman Stoddard, who is one of the five children and heirs-at-law of Philo Stoddard, dec'd, who was one of the six heirs

of Major Amos Stoddard, dec'd, did by his deed of conveyance, bearing date May 1st, 1851, (T No. 5, page 487,) conveyed, to Charles Philo Green all his (said Truman's) right, title, and interest, and estate in and to a tract of land in the county of St. Louis, in the State of Missouri, west of the city of St. Louis, being a concession of 350 arpens, surveyed as No. 3026 in the name of Mordecai Bell, and confirmed to said Bell or his legal representatives, and by said Amos Stoddard bought of James Mackay; also all his interest in another tract of land in Callaway county, in said State, on the north bank of the Missouri river, adjoining a large survey of Daniel Clark, and is the same tract of land originally conceded to Hypolite Bolon; and whereas, afterward, said Truman Stoddard by his other deed bearing date Nov. 13th, 1851, (D No. 6, page 209,) made a further conveyance to s'd C. P. Green of all his right, title, and interest in the same two tracts of land as by the said deed appears, and s'd Green by his two deeds, one of which bears date May 13th, 1851, (Z No. 5, page 529,) and the other bears date March 19th, 1852, conveyed to Hiram Shaw, of the city of St. Louis, Missouri, all his right, title, interest, and estate in said two tracts of land, derived to him as aforesaid, as appears by said deeds of record:

Now I, the said Hiram Shaw, in consideration of the sum of fifteen thousand five hundred and fifty-seven dollars and four cents ($15,557 04) to me paid by Henry Stoddard, of the city of Dayton, in the State of Ohio, the receipt of which sum from said Henry Stoddard is hereby admitted, have remised and released, and by these presents do remise, release, grant, bargain, sell, convey, and confirm unto him, the said Henry Stoddard, and unto his heirs and assigns, forever, all the right, title, interest, and estate which I, the said Shaw, acquired and have as aforesaid, being the right, title, interest, and estate of said Truman Stoddard in said lands, as one of the five heirs of said Philo Stoddard, dec'd, the same being one-fifth part of one-sixth part (undivided) of said two tracts of land.

In testimony that the foregoing is my deed, I have hereunto set my hand and seal, at the city of St. Louis, this 28th day of September, 1855.

HIRAM SHAW, [SEAL.]

Signed, sealed, and delivered in presence of—

HENRY STODDARD, Jr.
H. W. LEFFINGWELL.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this twenty-eighth day of September, eighteen hundred and fifty-five, before me, the undersigned, notary public in and for said county and State duly commissioned and

qualified, came Hiram Shaw, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto, and he acknowledged the same to be his act and deed for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at office, in the city of St. Louis, the day and year last aforesaid.

[SEAL.]

HIRAM W. LEFFINGWELL,
Notary Public, St. Louis County, Missouri.

Bill of Exceptions.

The plaintiff proved that the premises described in his declaration were a part of the 350 arpens confirmed to Mordecai Bell or legal representatives, and that the premises sued for were within the survey of the United States, read in evidence, No. 3026, and that block 12, described in his declaration, was part of the Stoddard addition, which was laid off on said 350 arpens. That the defendant, sometime in the month of August, 1855, went into possession of the premises sued for, and that he was in possession thereof from that time until the bringing of this suit. The plaintiff, then, proved the yearly and monthly value of the premises sued for; that same was worth at least five thousand dollars, and rested his case.

The defendant, to sustain his defence, called as witness Jacque Labbé, dit Noise, who gave his testimony in the French language, which was interpreted into English before the jury, as follows: Witness said he would be 73 years old next August; that he was born in St. Louis; that he now lives in Cahokia, Illinois, about 5 miles distant from St. Louis; that he moved there about 28 years ago; that he knew Charles Simoneau, sr.; he lived on Main or 1st street, in St. Louis. Witness knew him when witness was about 12 or 13 years of age. Simoneau died 37 or 38 years ago. Prior to 1803 he cultivated land in the grand prairie, and he also cultivated land in the domain of the king; he had no other cultivation so far as witness knew. Witness said he could identify both the pieces of land that said Simoneau cultivated. Witness did not know Francis Savignac until a short time ago; he showed witness the premises in controversy. Savignac took witness to his house, and that was the first time witness knew him; this was 5 or 6 years ago. About 23 years ago, Mr. Moore called on witness and asked him to show him where Simoneau's land lay. Moore bought of Madame Simoneau at all risk for $300, and she told Moore that Noise, the witness, could tell where the land of her husband was situate. Witness further stated that he could not now tell the tracts of land that adjoined the Simoneau tract on the east, because the roads and streets and everything was so changed. The land that Simonean cultivated in the royal domain when witness was

12 or 13 years of age had on it a cottonwood tree and a lime-kiln, and Simoneau built a small house on it; the land on the north and south of Simoneau's cultivation was the public domain; on the east were the 40-arpent lots or common fields of St. Louis, and on the west were the grand prairie common fields. Consat, Le Compt, Longuemoin, Vivarein, Gyon, Provencheré, Moreau, and others were on the east of Simoneau. When witness first knew Simoneau to cultivate in the grand praire, witness was 13 or 14 years old, and Simoneau raised wheat, corn, and other products. Simoneau cultivated 5 or 6 years, and until the fences fell down, when he quit, and never cultivated out there afterwards. The land Simoneau cultivated had no boundaries except it extended from the 40-arpent lots to the grand prairie lots. Witness said he had been on the land Simoneau cultivated lately, and that he can show the marks of cultivation on the ground now, and that he was the only person living who could; that he had been many times out there. The land Simoneau cultivated, of which witness has spoken, was six or seven arpens north of the old St. Charles road. Witness said he could not tell whether the land occupied by Savignac is the same or part of the same land that old Simoneau cultivated or not. Charles Simoneau died 37 or 38 years ago, leaving his widow and one son; the widow died 15 or 16 years ago; and the son, whose name was Charles also, died about 8 years ago. Thinks Crusat and Dungual were immediately east of Simoneau tract.

On cross-examination, this witness stated that he knew where the plank road or Cass avenue was located, which run through the grand prairie and into the St. Charles road, near the prairie house; the cultivation of Simoneau, which witness has spoken of, was to the north of the Cass avenue plank road, and the lime-kiln spoken of was to the north of said plank road, and so was the cottonwood tree and the stones of the house or chimney; that the marks of the cultivation are now to be seen on the ground; that the old St. Charles road went over that way on account of a pond near there; that the possession, cultivation, house, and lime-kiln of old Simoneau were all north of the Cass avenue plank road; that where the plank road joins the west line of the St. Louis common fields is a stone which witness recognized lately as being at or about the eastern end of the tract claimed by Simoneau prior to 1803, and that said stone is 1,200 to 1,500 feet north of the northeast corner of the lot as claimed to be located by the defendant. Old Simoneau before 1803 cultivate land north of the Cass avenue plank road, and a lot in the grand prairie; his cultivation was north of Cass avenue, at the old cottonwood.

Cozzens.

William H. Cozzens, called by defendant, testified that he was a surveyor by profession, and had practised surveying for 20 years

in St. Louis, and that he was conversant with all the lands and surveys in and about St. Louis. A map or plat of surveys was shown witness, which he says is correct, and that it represents the location of a part of the common fields of St. Louis, some New Madrid locations, the Cardinal or Watkins tract, and also the grand prairie common fields, and the grants to Consat, Longuemois, and Le Compt, in the St. Louis common fields, which map is as follows:

[For map marked A, see original, page 81.]

OFFICE OF THE SURVEYOR GENERAL FOR ILLINOIS AND MISSOURI,
St. Louis, Nov. 24th, 1854.

I certify that the above plat of survey No. 658, in the name of John Watkins, under Jean Marie Cardinal, of surveys No. 1438, 1476, 745, 1259, and 1477, in the common fields of St. Louis, and their connection with the adjoining surveys, is correctly copied from an authenticated plat of township 45 north of the base line, range 7 east of the 5th principal meridian, on file in this office.

JOHN LOUGHBOROUGH,
Surveyor General.

Witness stated that there never had been an official survey of the Simoneau claim; that he (witness) was deputy U. S. surveyor, and had been for a number of years. Defendant then asked witness whether he, as a surveyor, could locate on the ground the Simoneau claim; to which witness answered, that if he assumed that the Simoneau claim or tract called for the grants to Consat, Longuemois, and Le Compt on the east, and if he further assumed that the north line of Consat and the south line of Le Compt continued or extended westwardly were the north and south lines of the Simoneau tract, or if he assumed the starting points and directions of the lines of the Simoneau tract as claimed by defendant, then witness would locate said tract as indicated by the dotted lines shown on the face of the map shown him. That is the only way witness could locate the land, and unless he did assume the starting points and lines as above, witness could not locate the Simoneau claim on the ground. Witness said that if the Simoneau claim should be located as indicated by the dotted lines on this map, extending westwardly from the common field lots of Consat, Longuemois, and Le Compt, to the grand prairie common fields, then said claim would include the land sued for in this case. Witness said that without assuming that the Simoneau claim had its eastern boundary or end coincident with the west end of the grants to Consat, Longuemois, and Le Compt, and without further assuming that the north and south lines of the Simoneau tract were continuations or extensions of the north line of Consat and the

south line of Le Compt, it was impossible to tell where the Simoneau tract or claim was situate. Witness had never heard of the tract having any boundaries except the calls for Consat, Longuemois, and Le Compt on the east.

On cross-examination this witness stated that he was familiar with the laying off of Stoddard's addition; that it was on the 350 arpens known as the Mordecai Bell tract; that block 12 of said addition was surrounded by streets as described in plaintiff's declaration; that said block 12 was situate from 1200 to 1500 feet or 6 or 7 arpens to the south of the Cass avenue plank road. Witness stated that he had made an unofficial survey of the Simoneau claim for the defendant; that in making it he went on the ground and found the corners at the west end of the Consat Longuemois and Le Compt common field lots, as located and established by the United States surveyor general, and then extended the lines, i. e., the north line of Consat and south line of Le Compt westwardly to the east line of the grand prairie common fields, a distance of about 20 arpens. Witness said he assumed that those lines, viz., the north and south lines of the Simoneau claim were extended and laid down as he had done it in making said survey and as indicated by said dotted lines on said map, but he had no ground for so doing, for there were no calls in the old grant to Simoneau for those lines, and unless those lines were assumed as he had done, witness did not know of any way to survey and lay down the Simoneau claim on the land as there was no guide to a surveyor.

Defendant then offered in evidence a paper purporting to be a concession under the Spanish government to Charles Simoneau, as follows:

Concession to Simoneau.

Charles Simoneau.—Del veinte y seis de octubre de mil setecientos setenta y uno, en consequencia de la demanda de Carlos Simoneau, habitante de Sn. Luis, que me ha expuesto no tiene tierra para labrar, le he concidado y, le concedo a titulo de propriedad tres arpanes de tierra de ancho al extremo de las primeras tierras de este pueblo, con el largor que haza hasta la primera linea de las tierras del grand prado, ammediata a los limites de los nombrados Gascon y Langommois, para que la goza el sus herederos yo otros que representen con toda propriedad, con condicion de establacer dh'a tierrar en el espacio de un año de este dia, reservandose su majestad de disponer de ella como de su dominio, en casa de utilidad a su servicio ze he formado el referido dia y año.

PEDRO PIERNAS.

(Written on the margin.) Nota.—Quedan los tres arpanes de tierra agregado al dominio real respecto de have hecho deraison

de ellos Carlo Simoneau, por no poder los cultivar ni necessitar de ellos por haver lo asi declarado oy dias 25 de Enero de 1779.

CRUSAT.

Le record book F, p. 179.

RECORDER'S OFFICE,
St. Louis, April 8th, 1853.

I certify that the above is a true copy from record book F, page 179, of this office, and also from page No. 2 of Le'ore Terrien, No. also in this office.

ADOLPHE RENARD.
U. S. Recorder of Land Titles in the State of Missouri.

Translation of concession to Simoneau.

Translation of the Spanish above.

Charles Simoneau. October the twenty-sixth, one thousand seven hundred and seventy-one. In compliance with the demand (petition) of Charles Simoneau, inhabitant of St. Louis, who has represented to me that he has no lands to work, I have conceded to him, and do concede to him, in fee simple, three arpents of land in width, and to the extreme of the first lands of this town, with the depth which it may have up to the first line of the lands of the big prairie, immediate to the limits of the said Lecompt, Gascon, and Langoumois, that he may enjoy it, he, his heirs, and legal representatives, with all the property, upon condition that he shall establish the said land in the space of one year from this day—his Majesty reserving to himself the disposal of it as of his domain in case of utility to his service; and I have signed the day and year above mentioned.

PEDRO PIERNAS.

(Written on the margin.) Nota.—The three arpents of land remain aggregated to the royal domain, by reason of Charles Simoneau having forfeited them for not being able to cultivate them, and for not having need of them, having so declared himself this 25th day of January, 1777.

CRUSAT.

See record book F, page 179.

The plaintiff objected to the reading of said paper in evidence, on the ground that it appeared on the face of the writing that the land granted by said concession had been reunited to the public domain, and therefore said paper was irrelevant and incompetent testimony.

Excep'n.

The court overruled the plaintiff's objection, and allowed said

writing to be read, and the plaintiff at the time duly excepted to the decision of the court. Defendant then offered in evidence certain papers purporting to be surveys made by Duralde for Consat, Longoumois, and Lecompt.

Surveys for Consat et al. by Duralde.—Translation.

S'd translation (original on file) is as follows:

Survey made by me, surveyor named by M. Don Pedro Piernas, captain of infantry and lieutenant governor of the establishments and other dependencies of the Spanish government of Illinois, and *place* placed in the archives of the same government, in the form of a legal process, for the purpose of designating the different tracts granted in the name of the King to the inhabitants of this part of St. Louis, both by title and by verbal agreement, by the chiefs who have governed it since its formation up to the present time, which lands I have surveyed, and which, after the exchanges, sessions, or sales which the convenience or advantage of each one could have occasioned, are now in the possession of those hereinafter named, according to their own attestation and respective avowals, and situated in the neighboring prairies in the order and according to the directions detailed, as follows:

I, Martin Duralde, the undersigned, by virtue of the power in me vested by Don Pedro Piernas, captain of infantry and lieutenant governor of the settlements and other parts dependent of the Spanish government of Illinois, at the request of the inhabitants of this post of St. Louis, asking that the dimensions, courses of the lines, and boundaries of the lands they own in the vicinity of said post be determined by a competent person authorized to that effect, declare to all those whom it may concern that at the request of each of said inhabitants, during the fall of the year 1770 and the springs of the years 1771 and 1772, of which I neither state the months nor the days, the operations of survey having been made at different times, and not in succession, in relation to those who have possessions distant from one another and situated in various places, and, namely, at the desire of Mr. William Herbert Le Compte, I purposely went from my dwelling, situated in the above said post of St. Louis, on a tract of land of one arpent in width by forty arpents in length, to him belonging, part of it ploughed and the rest untilled, situated in the prairie adjoining this village, and adjoining immediately to that of Mr. N. Dion Jorgeron, and on the other side to that in the name of Langourmois, and on the two other sides to that of the King's domain, in order to survey the same with my instruments, and a chain of forty-five feet in length, which length taken four times just makes the arpent used in this country, which has 180 feet on each side; in the execution of which survey I was accompanied by the said proprietor and by his said two neigh-

bors, in order to serve as assisting witnesses, and to indicate exactly the true situation of their respective concessions. I succeeded in surveying the same, and had it bounded in my presence with stones at its four angles, after having measured it on its lines of width and length, which two first parallels, that is to say, in width, run north one-quarter northwest and the north, or, more exactly, deviate from the north towards the west of five degrees, and the two others, that is to say, in length, also parallels, run west one-quarter northwest, or, rather, deviate from the west towards the north eleven degrees 15 minutes, without regard to the vibrations of the compass which may exist, making, consequently, in directing the sight from the point of departure towards the courses indicated, an acute angle of seventy-three degrees 45 minutes, allowance being made for the differences caused by the unevenness of the land, and inclinations of the lines towards one another relatively to the horizontal perpendiculars, which always serve to their true measure as well in the width as in the length. And I do attest the same with my signature, &c.

JEAN B'TE LANGUOMOIS :

I purposely went from my dwelling, situated in the above said post of St. Louis, on a tract of land of one arpent in width by forty others in length, to him belonging, part of it ploughed and the rest untilled, situated in the prairie adjoining this village, and adjoining immediately to that of Mr. Lecompte, and on the other side to that of Mr. Jean Comparios dit Gascon, and on the two other sides to the King's domain, in order to survey the same with my instrument and a chain of forty-five feet in length, which length taken four times just makes the arpent used in this country, which has one hundred and eighty feet on each side, in the execution of which survey I was accompanied by the said proprietor and by his said two neighbors, in order to serve as assisting witnesses, and to indicate exactly the true situation of their respective concessions. I succeeded in surveying the same, and had it bounded in my presence with stones at its four angles, after having measured it on its lines of width and length, which two first parallels, that is to say, in width, run north ¼ northwest and the north, or, more exactly, deviate from the north towards the west of five degrees, and the two others, that is to say, in length, also parallels, run west ¼ northwest, or, rather, deviate from the west towards the north eleven degrees 15 minutes, without regard to the variation of the compass which may exist, making, consequently, in directing the sight from the point of departure towards the courses indicated, *and* acute angle of 73 degrees 45 minutes, allowance being made for the differences caused by the unevenness of the land and inclination of the lines towards one another relatively to the horizontal perpendiculars, which always run to their true measures, as well in the

width as in the length; and I do attest the same with my signature, &c.

JEAN COMPARIOS DIT GASCON:

I purposely went from my dwelling, situated in the above said post of St. Louis, on a tract of land of one arpent in width by forty others in length, to him belonging, part of it ploughed and the rest untilled, situated in the prairie adjoining this village, and adjoining immediately to that of Mr. Longoumois, and on the other side by that of Mr. Conde, and on the two other sides to that of the King's domain, in order to survey the same with my instrument and a chain of 45 feet in length, which length taken four times just makes the arpent used in this country, which has 180 feet on each side, in the execution of which survey I was accompanied by the proprietor and by his said two neighbors, in order to serve as assisting witnesses, and to indicate exactly the true situation of their respective concessions. I succeeded in surveying the same, and had it bounded with stones in my presence at its four angles, after having measured it on its lines of width and length, which two first parallels, that is to say, in width, run north ¼ northwest and the north, or, more exactly, deviate from the north towards the west five degrees, and the two others, that is to say, in length, also parallels, run west ¼ northwest, or rather deviate from the west towards the north eleven degrees 15 minutes, without regard to the variation of the compass which may exist, making, consequently, in directing the sight from the point of departure towards the courses indicated, an acute angle of 73 degrees 45 minutes, allowance being made for the differences caused by the unevenness of the land and inclination of the lines towards one another relatively to the horizontal perpendiculars, which always serve to their true measures, as well on the width as on the length; and I do attest the same with my signature, and with the unanimous consent of all the proprietors here above named in Lier Terrien No. 2, assembled at present, with the approbation of the said Don Pedro Piernas, in the government house, in order to serve mutually as witnesses, and affirm the facts, some with their signatures and others with their declarations, not knowing how to sign, in presence of Don Pedro Piernas, the aforesaid lieutenant governor, and Don Louis de St. Auge de Belledive, formerly a captain and lately commandant of this post, both serving, to wit, the last named to certify with his signature that in his said capacity, and by virtue of the power with which he was vested, to have granted, either by titles or verbally, the above-described tracts of land, in the name of his majesty, and the said Mr. Piernas to approve, confirm, and ratify also with his signature, in his capacity of actual lieutenant governor, by which he is vested with the same power of granting the possession already granted by the s'd St. Auge, and specified in the foregoing register, containing sixty-eight written pages, this inclusive, which I *remit* in the archives of this

bors, in order to serve as assisting witnesses, and to indicate exactly the true situation of their respective concessions. I succeeded in surveying the same, and had it bounded in my presence with stones at its four angles, after having measured it on its lines of width and length, which two first parallels, that is to say, in width, run north one-quarter northwest and the north, or, more exactly, deviate from the north towards the west of five degrees, and the two others, that is to say, in length, also parallels, run west one-quarter northwest, or, rather, deviate from the west towards the north eleven degrees 15 minutes, without regard to the vibrations of the compass which may exist, making, consequently, in directing the sight from the point of departure towards the courses indicated, an acute angle of seventy-three degrees 45 minutes, allowance being made for the differences caused by the unevenness of the land, and inclinations of the lines towards one another relatively to the horizontal perpendiculars, which always serve to their true measure as well in the width as in the length. And I do attest the same with my signature, &c.

JEAN B'TE LANGUOMOIS :

I purposely went from my dwelling, situated in the above said post of St. Louis, on a tract of land of one arpent in width by forty others in length, to him belonging, part of it ploughed and the rest untilled, situated in the prairie adjoining this village, and adjoining immediately to that of Mr. Lecompte, and on the other side to that of Mr. Jean Comparios dit Gascon, and on the two other sides to the King's domain, in order to survey the same with my instrument and a chain of forty-five feet in length, which length taken four times just makes the arpent used in this country, which has one hundred and eighty feet on each side, in the execution of which survey I was accompanied by the said proprietor and by his said two neighbors, in order to serve as assisting witnesses, and to indicate exactly the true situation of their respective concessions. I succeeded in surveying the same, and had it bounded in my presence with stones at its four angles, after having measured it on its lines of width and length, which two first parallels, that is to say, in width, run north $\frac{1}{4}$ northwest and the north, or, more exactly, deviate from the north towards the west of five degrees, and the two others, that is to say, in length, also parallels, run west $\frac{1}{4}$ northwest, or, rather, deviate from the west towards the north eleven degrees 15 minutes, without regard to the variation of the compass which may exist, making, consequently, in directing the sight from the point of departure towards the courses indicated, *and* acute angle of 73 degrees 45 minutes, allowance being made for the differences caused by the unevenness of the land and inclination of the lines towards one another relatively to the horizontal perpendiculars, which always run to their true measures, as well in the

width as in the length; and I do attest the same with my signature, &c.

JEAN COMPARIOS DIT GASCON:

I purposely went from my dwelling, situated in the above said post of St. Louis, on a tract of land of one arpent in width by forty others in length, to him belonging, part of it ploughed and the rest untilled, situated in the prairie adjoining this village, and adjoining immediately to that of Mr. Longoumois, and on the other side by that of Mr. Conde, and on the two other sides to that of the King's domain, in order to survey the same with my instrument and a chain of 45 feet in length, which length taken four times just makes the arpent used in this country, which has 180 feet on each side, in the execution of which survey I was accompanied by the proprietor and by his said two neighbors, in order to serve as assisting witnesses, and to indicate exactly the true situation of their respective concessions. I succeeded in surveying the same, and had it bounded with stones in my presence at its four angles, after having measured it on its lines of width and length, which two first parallels, that is to say, in width, run north ¼ northwest and the north, or, more exactly, deviate from the north towards the west five degrees, and the two others, that is to say, in length, also parallels, run west ¼ northwest, or rather deviate from the west towards the north eleven degrees 15 minutes, without regard to the variation of the compass which may exist, making, consequently, in directing the sight from the point of departure towards the courses indicated, an acute angle of 73 degrees 45 minutes, allowance being made for the differences caused by the unevenness of the land and inclination of the lines towards one another relatively to the horizontal perpendiculars, which always serve to their true measures, as well on the width as on the length; and I do attest the same with my signature, and with the unanimous consent of all the proprietors here above named in Lier Terrien No. 2, assembled at present, with the approbation of the said Don Pedro Piernas, in the government house, in order to serve mutually as witnesses, and affirm the facts, some with their signatures and others with their declarations, not knowing how to sign, in presence of Don Pedro Piernas, the aforesaid lieutenant governor, and Don Louis de St. Auge de Belledive, formerly a captain and lately commandant of this post, both serving, to wit, the last named to certify with his signature that in his said capacity, and by virtue of the power with which he was vested, to have granted, either by titles or verbally, the above-described tracts of land, in the name of his majesty, and the said Mr. Piernas to approve, confirm, and ratify also with his signature, in his capacity of actual lieutenant governor, by which he is vested with the same power of granting the possession already granted by the s'd St. Auge, and specified in the foregoing register, containing sixty-eight written pages, this inclusive, which I *remit* in the archives of this

government, in order to be therein preserved forever, and serve, in case of need of surety, authenticity, and attestation, in behalf of all therein stated.

MARTIN DURALDE,
LACLEDE LEGUEST,
RENE KIERCEREAU,
HUBERT,
AMABLE GUION,
DODIER,
BECQUET,
SARPY,
A. CONDE,
COTTE,
ST. AUGE,
PEDRO PIERNAS.

Exception.

The plaintiff objected to the reading of said papers, on the ground that the same were irrelevant and incompetent testimony, and were calculated to mislead the jury.

The court overruled the plaintiff's objection, and allowed said papers to be read; and the plaintiff at the time duly excepted to the decision of the court.

Defendant offered in evidence a deed purporting to be made by Charles Simoneau, junior, to Marie Picard, dated in 1806, as follows: Said deed is written in French: the following is a translation of the same, filed with it.

Simoneau to Picard.

Know all men by these presents that I, Charles Simoneau, of the village and district of St. Louis, Territory of Louisiana, that in consideration of the tender, love, and affection which I, to my beloved mother, Marie Picard, widow of Charles Simoneau, my father, I acknowledge and declare to have this day granted and conveyed and abandoned, and by these presents do grant, convey, and abandon to my said mother, Marie Picard, for her to enjoy during her life all the right, title, claim, and right which I have as heir of my said deceased father, Charles Simoneau, for my said mother to enjoy during her life as aforesaid, without any one hindering during said time, promising, &c., obligating, &c., renouncing, &c.

In witness of which, not being able to sign, I have made my common mark and make these presents, in the village district and territory aforesaid, the 5th of August, A. D. eighteen hundred and six.

Mark of
CHARLES ⋈ SIMONEAU, [SEAL.]

Signed, sealed, and delivered in presence of—
M. P. LEDUC.

And to the copy of the deed (in French) are appended the following certificates:

Acknowledged before me, one of the justices of the court of common pleas of the district aforesaid, August 5th, 1806.

CH. GRATIOT, [SEAL.]

Recorded this nineteenth day of September, year of our Lord one thousand eight hundred and six.

M. P. LEDUC,
Recorder.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder in and for the county aforesaid, do hereby certify the foregoing to be a full and complete copy of an instrument of writing or deed from Charles Simoneau to Marie Picard, and also of the certificates of acknowledgment and of the date of recording thereof, as fully as the same remains of record in my office in book A, pages 343 and 344.

[SEAL.] Witness my hand official seal the 6th day of April, 1853.

S. D. BARLOW, *Recorder.*

Exception.

To the reading of which deed the plaintiff objected, on the ground that the same was irrelevant and incompetent evidence; but the court overruled plaintiff's objection, and allowed said deed to be read; and the plaintiff at the time duly excepted to the decision of the court.

The defendant offered a deed made by Marie Picard (alias Simoneau) to Paschal Tourin, dated 1839, Feb'y 13, as follows:

Note from the bill of exceptions: "It is not with the papers."

Tourie to Moore's.

Defendants offered deed from Pascal Tourin to Robert N. and Alex. Moore, dated Feb'y 13th, 1809, as follows:

This deed, made this thirteenth day of February, in the year of our Lord eighteen hundred and thirty-nine, between Pascal Tourie and Marg'ret, his wife, of the State of Missouri, county and city of St. Louis, party of the first part, and Alexander Moore and Robert N. Moore, of the city and county of St. Louis, and State of Missouri, party of the second part, witnesseth: that for and in consideration of the sum of eight hundred dollars to us

in hand paid by the party of the second part, at and before the ensealing of these presents, the receipt of which is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell, convey, and confirm unto them, the party of the second part, a certain tract or parcel of land lying and being situated in the county of St. Louis and State of Missouri, being three arpents in width by the length that may be between the west line of the first forty-arpent lots of the town of St. Louis, and the east line of the surveys in the grand prairie, having for the east boundary the three following-named individuals, Lecompt, Gascon, and Longumois, being the same tract which was granted to Charles Simoneau, on the 26th day of October, in the year of our Lord one thousand seven hundred and seventy-one; for a more particular description reference is here had to Leveur Terrien, No. 3, page 2, in the office of the recorder of land titles at St. Louis, Missouri; and also one other tract of land situated in the grand prairie, about 3 miles west of the city of St. Louis, *bound* on the east and west by the domain, on the north by land Pier Banbau, and on the south by the land of Beaset, being three arpents in width by forty in depth: to have and to hold the above-granted, bargained, and sold premises unto them, the said party of the second part, to them, their heirs and assigns, to them and their only proper benefit and behoof forever; and the said party of the first part, for themselves and their heirs and assigns, doth hereby covenant, promise, and agree to and with the party of the second part, their heirs and assigns, to warrant and defend the title to the above-granted, bargained, and sold premises, against themselves, their heirs and assigns, and against all other persons whatever that may set up claim to the above-sold premises.

In testimony whereof the said parties of the first part have hereunto set their hand [and] seal the day and year first above written.

His
PASCAL ⋈ TOURIE,
mark.

Her
MARGARET ⋈ TOURIE.
mark.

MARY ST. ANDRES.

STATE OF MISSOURI,
County of St. Louis.

Be it remembered that on this thirteenth day of February, in the year of our Lord eighteen hundred and thirty-nine, before me, James J. Purdy, a justice of the peace in and for the county of St. Louis aforesaid, came Pascal Tourie and Margaret Tourie, his wife, proved by Mary St. Andres and Mary St. Andreas, junior, two respectable witnesses, examined by me on oath, to be the persons whose names are subscribed to the foregoing instrument of

writing as parties thereto; and they, the said Pascal Touri and Margaret Touri, his wife, acknowledged the same to be their act and deed for the purposes therein mentioned—she, the said Margaret Touri being by me first made acquainted with the contents of said instrument, upon an examination separate and apart from her said husband, acknowledged that she executed the same, and relinquishes her dower in the real estate therein mentioned, freely, voluntarily, and without compulsion or undue influence of her said husband.

Given under my hand this twentieth day of March, in the year eighteen hundred and thirty-nine.

JAMES J. PURDY,
Justice of the Peace, St. Louis.

STATE OF MISSOURI,
County of St. Louis, ss:

I the undersigned, recorder for said county, certify that the foregoing instrument of writing was filed in my office for record October 2d, 1850, and is truly recorded in book O, No. 5, page 469.

Witness my hand and official seal the date last aforesaid.
[SEAL.]

S. D. BARLOW,
Recorder.

Moore to Savignac.

Defendant offered a deed from Robert N. Moore to Franswa Alfred Savignac, dated in 1848, as follows:

This deed, made and entered into by and between Robert N. Moore, of the county and city of St. Louis, in the State of Missouri, party of the first part, and Franway Alfred Savignac, of the same place, party of the second part, witnesseth: that for and in consideration of the sum of three hundred dollars to him paid by the party of the second part, the receipt of which is hereby acknowledged by the party of the first part, have granted, bargained, sold, and set over, and by these presents doth grant, bargain, sell, and set over to the party of the second part, all that *peace* or parcel of land situated in the county of St. Louis, and is described as follows: beginning at a point 25 feet west of where Lee's fence now stands, and 40 feet north of a stake set for northeast corner of a lot conveyed to Joseph Rasquaise; thence westwardly 192 feet to a stake 40 feet from Vasquase' west corner; thence northwardly one hundred and ninety-two feet to a stake; thence eastwardly 192 feet to a stake; thence 192 feet to the point of beginning:—to have and to hold the above-described premises to him, the party of the second part, to him and to his heirs, forever; and the party of the first part, for himself, his heirs, executors, or administrators, promises to and with the party of the

second part, to warrant and defend the title to the above premises, against himself, his heirs, and against all others that may set up claim to the above-granted, bargained, and sold premises, in any manner whatever.

In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year written. Done at St. Louis, day of June, in the year of our Lord 1845.

ROBERT N. MOORE, [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on the twenty-fourth day of June, 1845, before me, the undersigned, a justice of the peace within and for the county aforesaid, came Robert N. Moore, who is personally known to me to be the same person whose name is subscribed to the within instrument of writing as party thereto, and acknowledged the same to be his act and deed for the use and purpose therein contained.

Taken and certified be me the day and year aforesaid.

PHILIP McDONALD,
Justice of the Peace.

COUNTY OF ST. LOUIS, *ss:*

I, Stephen D. Barlow, recorder for said county, certify that the foregoing deed was filed for record in my office, December 12th, 1848, and is truly recorded in book X, No. 4, page 394.

[SEAL.] Given under my hand and official seal the date aforesaid.

S. D. BARLOW, *Recorder.*

Defendant called Charles Sauginnett, who testified that he was upwards of 73 years of age, and was born in St. Louis; that he lives in St. Louis county, about twelve miles out of the city, and has lived there for about 20 years. Witness knew Charles Simoneau, sr., and his wife and their son Charles, who was their only child, and he was never married here; he was 25 or 30 years old when his father died; he died about the year 1820 or 1825; don't know that he had any children; his mother died about 15 or 16 years ago here in St. Louis. Witness stated that he was very little acquainted with the country about the city of St. Louis. About the year 1795, and so on to 1798, witness was in the habit of hunting in the vicinity of St. Louis and in the vicinity of the St. Charles road; we used to say, *i. e.* the boys and young men used to say to each other, "let us go on to Simoneau's land and eat strawberries and other fruit." Witness saw persons working there, but did not know who they were; was a wheat field there. A short time ago

witness went with Cozzens and Labbé on a Sunday to find the land Simoneau cultivated. Cozzens showed witness a corner or stone which he said was the Le Compt tract; went to Savignac's and took dinner there; witness did not know where the Lecompt tract was until it was shown to him; the country about there was much changed; there were fences and houses and streets or roads in every direction about there now; until witness went out there with Cozzens and Labbie, he had not paid attention to the land about there for a great many years. Witness could not now state certainly about localities or situation of the land about there, so much time had passed since he was familiar about there. Witness never had seen Savignac's house until he went out there on the occasion mentioned; the boundaries of the land that Simoneau cultivated witness could not give, only he knows it was adjoining Le Compt. Witness said if the place shown him by Cozzens was Le Compt's lot, the house Savignac lived in was on the wheat field which Simoneau cultivated.

On cross-examination, witness said that before and about the time of the change of government he worked in the fields, and was acquainted with most of the people in and about St. Louis. Charles Simoneau, sr., did not live on the land he cultivated in the grand prairie; he lived on Main or First street, in the village of St. Louis; he cultivated wheat and corn and other things in the prairie until the fence fell down, but after the fence fell down everybody moved off and did not cultivate out there any more. Witness said he could not tell in what direction the land that Simoneau cultivated lay; did not know the lines, nor how much he had. Witness can only give his best recollection about the place where the land was, as he has stated; does not recollect any particular marks on the land in that direction; for the last 20 years witness has not been much about St. Louis. Simoneau cultivated several patches out there, not all in one place.

The defendant proved that Marie Simoneau survived her son, and that he died without issue, and this was proven by the testimony of Marie Le Compte, Louis Vasquez, and Francois La France.

The foregoing was all the evidence offered or heard in the case.

The plaintiff then asked and the court gave to the jury the following instructions:

Plff's Ins. given.

1. If the premises in question are a part of the three hundred and fifty arpens confirmed to Mordecai Bell or his legal representatives; if the defendant was in the possession of the premises sued for when this suit was begun; if the several deeds read in evidence by the plaintiff were genuine, and include the premises sued for; if Major Amos Stoddard died about the year 1813; and if the

persons mentioned in the deposition of Henry Stoddard read in evidence are proved to be the heirs and legal representatives of said Major Amos Stoddard,—then the plaintiff is entitled to recover in this action, unless the defendant has shown in evidence, to the satisfaction of the jury, that Charles Simoneau, prior to 20th Dec., 1803, rightfully claimed, cultivated, inhabited, or possessed an out lot or common field lot, including the premises in question.

2d. If the jury find, from the evidence, that the premises in question are a part of the 3 by 40 arpens that were conceded to Charles Simoneau in 1771 by the Spanish government; and if the jury shall also find, from the evidence, that about the year 1777 the said land was aggregated or reunited to the public domain, and that said Simoneau did not thereafter claim, cultivate, possess, or inhabit an out lot, town lot, or common field lot, including the land in controversy in this suit,—then the defendants have not shown an outstanding title or right to the premises in question that bars the plaintiff's right to recover.

3d. If the jury find for the plaintiff, they should assess his damages for the wrongful detention of the premises, and also the monthly value thereof.

The plaintiff also asked the following instructions:

Plff's. In. ref'd.

The defendants have not shown any title to the premises in question in themselves, and if the jury find, from the evidence, that the possession, cultivation, and inhabitation prior to 1803 by Charles Simoneau of a tract of land near the town of St. Louis, spoken of by the witness L'Abbé, was not on the land sued for in this action, then the defendants have not shown an outstanding title sufficient to defeat the plaintiff's right to recover.

1. The jury is instructed—

That the documents certified by the United States recorder and surveyor general, produced and given in evidence by the plaintiff, show that the representatives of Amos Stoddard were confirmed in their title to the land within United States survey 3026.

Plff.'s Ins.—Others given in lieu.

2. If the premises described in the petition are part of said survey, the legal effect of the deposition of Henry Stoddard and of the deeds read in evidence by the plaintiff is to vest the said title to the premises in controversy in the plaintiff.

3. The defendant has given no evidence of any confirmation to any other of the premises in controversy, and has shown no title thereto in himself or outstanding in a stranger to this action.

Plff. Ins. ref'd.

The grant made to Simoneau was of land which appears authen-

tically to have been abandoned by him and reunited to the domain of the king in 1777; and if, after such abandonment by Simoneau, the same land was included in the grant made to Mordecai Bell by the Spanish government, and confirmed to him or his representatives by the government of the United States, then Simoneau could have no title thereto by virtue of the concession made to him, nor by virtue of the act of June 13, 1812.

Excep'n.

But the court refused to give said instructions to the jury, and the plaintiff at the time duly excepted to the decision of the court in overruling said instructions.

The defendant asked the following instructions:

Defts. No. 1.

No. 1. The act of Congress of 13th June, 1812, is in its terms a grant, and confirms the title of out lots and common field lots adjoining and belonging to the towns and villages mentioned in the act to those inhabitants of said towns and villages rightfully claiming the same, or their legal representatives, who inhabited, cultivated, or possessed such lots prior to the 20th December, 1803; and if the jury believe, from the evidence, that the land in dispute is part of an out lot or common field lot rightfully claimed, inhabited, and cultivated, or possessed by Charles Simoneau, sen., prior to the 20th Dec., 1803, and subsequent to January 25th, 1777, they will find for the defendant.

Which the court gave to the jury, and to the giving of which the plaintiff at the time duly excepted to the decision of the court.

After the verdict, and in proper time, the plaintiff moved the court for a new trial for reasons following:

[See page 7 of this transcript.]

Excep'n.

Which motion the court overruled, and the plaintiff at the time duly excepted to the decision of the court in overruling said motion.

And that all the matters aforesaid may become of record, the plaintiff now here tenders this his bill of exceptions, and asks that the same may be signed and sealed, and made a part of the record; which is done.

J. CATRON, [SEAL.]
R. W. WELLS, [SEAL.]
SAMUEL TREAT, [SEAL.]

MISSOURI DISTRICTS, *sct:*

I, Benjamin F. Hickman, clerk of the circuit court of the United States for the districts of Missouri, do certify the foregoing to be a complete and correct transcript of the record, pleadings, proceedings, and exhibits in a case in said court decided, wherein Abraham Garrison was plaintiff, and Francis Alfred Savignac, otherwise called Alfred Savignac, was defendant, in as correct and complete a manner as the same remains on file and of record in my office.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court. Done at office, in the city of St. Louis, Mo., this 27th day of May, A. D. 1857.

[SEAL.]

BEN. F. HICKMAN, *Clerk.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the districts of Missouri, greeting:

[SEAL.]

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in said circuit court before you, between Abraham Garrison and Alfred Savignac, alias Francis Alfred Savignac, a manifest error hath happened, to the great damage of the said Abraham Garrison, as by his complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court, this seventh day of May, in the year of our Lord one thousand eight hundred and fifty-seven.

Issued at office in the city of St. Louis, with the seal of the circuit court of the United States for the district of Missouri, dated as aforesaid.

BEN. F. HICKMAN,
Clerk C. C. U. S. Missouri District.

Allowed by

R. W. WELLS,
Dist. Judge U. S. for Western Dist. Mo.

In obedience to the within writ of error I herewith annex a copy of the record in the case of Abraham Garrison against Alfred Savignac, alias Francis Alfred Savignac, duly certified, as commanded by said writ. Given under my hand this 27th day of May, 1857.

BEN. F. HICKMAN,
Clerk C. C. U. S. Mo. Dis.

The United States of America to Alfred Savignac, alias Francis Alfred Savignac, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the 1st Monday of December next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the districts of Missouri, wherein Abraham Garrison is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable R. W. Wells, district judge of the United States for the western dis. of Missouri, this seventh day of May, in the year of our Lord one thousand eight hundred and fifty-seven.

R. W. WELLS.

I hereby certify that I served the within citation on Alfred Savignac, alias Francis Alfred Savignac, at the city of St. Louis, Mo., by permitting him to read the same, on the 9th day of May, 1857, and that he acknowledged the service thereof.

THOMAS S. BRYANT,
U. S. Marshal Eastern District of Missouri.

[Endorsed:] Garrison vs. Savignac. Citation. Marshal's fee, serving citation, $2,00.